

INTERLOCAL AGREEMENT

CLEVELAND COUNTY AND POTTAWATOMIE COUNTY

This Mutual Cooperation Agreement is entered into between the **BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY, OKLAHOMA**, (hereinafter referred to as "COUNTY") and **POTTAWATOMIE COUNTY, OKLAHOMA**, (hereinafter referred to as "POTTAWATOMIE Co.") for FY 2026-2027.

Pursuant to 69 O.S. §1903, et seq. the governing boards of Cleveland County, Oklahoma, and Pottawatomie County, find that it is to the mutual benefit of the citizens of both the POTTAWATOMIE Co. and the COUNTY to enter into an Agreement of Mutual Cooperation pertaining to grading, draining, and hard surfacing of certain street within POTTAWATOMIE Co. which are continuations or connecting links in the State or County Highway system or other projects that mutually benefit the two jurisdictions, and is located within Cleveland County.

WHEREFORE, in mutual consideration of the promises and covenants herein made, the parties hereto agree as follows:

1. If POTTAWATOMIE Co. determines a need for grading, draining or hard surfacing on a POTTAWATOMIE Co. road which is a continuation or a connecting link in the State or County highway system; POTTAWATOMIE Co. may make a written request for help with the material, labor/or equipment to accomplish the grading, draining and/or hard surfacing from the appropriate County Commissioner.
2. POTTAWATOMIE Co. request shall be in writing and shall state the proposed work, what part is proposed to be done by POTTAWATOMIE Co. and what part is proposed to be done by the COUNTY and the proposed time frame for completion of the work.
3. Engineering for each project shall be the sole responsibility of POTTAWATOMIE Co.
4. The COUNTY will determine and properly mark (sign) all detour routes, provide signage for all projects and call OKIE-ONE-CALL to ensure all utility lines/locations are properly identified for all work sites.
5. Projects where the COUNTY provides 100% of the labor will, within five (5) days of completion, be inspected by POTTAWATOMIE Co. If POTTAWATOMIE Co. alleges any deficiencies in the manner in which the COUNTY work was performed, POTTAWATOMIE Co. will provide written notice specifying those deficiencies within ten (10) days of the completion of said work.
6. During the time period work is being performed by the COUNTY or its agents, the COUNTY will be responsible for any damages caused by work performed by or on behalf of the COUNTY. Once POTTAWATOMIE Co. has provided written acceptance of the work provided by the COUNTY, POTTAWATOMIE Co. shall bear responsibility for any claim or judgment rendered for damages proven to be a result of acts or omissions related to maintenance or operation of a POTTAWATOMIE Co. Road. "It is not the intent of the parties to create or add any duties or liabilities which are not mandated by the Governmental Tort Claims Act, 51 O.S. Section 151 et seq., or other applicable state law."

7. The COUNTY retains the right to perform all of the work, requested, part of the work requested or none of the work requested, at the sole discretion of the COUNTY, with or without cause.
8. Other projects as may be defined by written addendum or modifications to this agreement.
9. This agreement shall be effective from July 1, 2026 through June 30, 2027, and may be renewed or extended annually by appropriate affirmative action of the governing bodies of both parties; provided, however, that in the event either part shall breach this agreement, then, and in said event, the aggrieved party may terminate this agreement, upon written notice to the breaching party.
10. This agreement is subject to both parties having materials or funds on hand for any particular project as well as the fiscal year limitations of each party.

COUNTY

APPROVED this _____ day of _____, 2026.

**BOARD OF COUNTY COMMISSIONERS,
FOR CLEVELAND COUNTY.**

ROD CLEVELAND, DISTRICT #1

JACOB MCHUGHES, DISTRICT #2

RUSTY GRISSOM, DISTRICT #3

ATTEST:

Pam Howlett
County Clerk

Approved as to form and legality:

Assistant District Attorney

POTTAWATOMIE

APPROVED by the BOARD OF COUNTY COMMISSIONERS OF POTTAWATOMIE
COUNTY this 12 day of May, 2026.

M. Dennis

Chairman

[Signature]

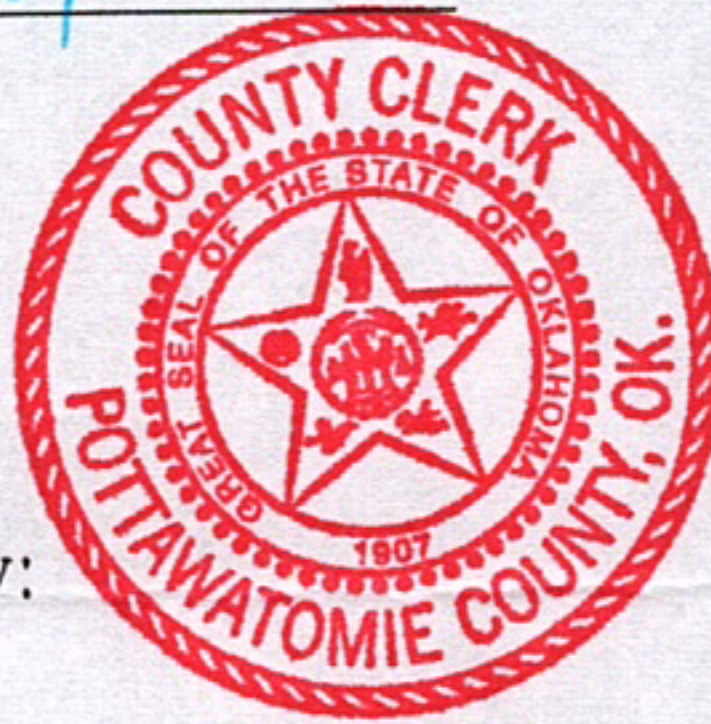
Vice-Chairman

Greg Rusk

Member

ATTEST:

Alana Coon, Deputy
COUNTY CLERK



Approved as to form and legality:

Steve Bateman Woods
Assistant District Attorney