MEMO

APPROVED 7/8/2024



DATE: July 1, 2024

FROM: Matney M Ellis

Procurement Director

TO: Board of County Commissioners

SUBJECT: Agreement – Tulsa City-County Health Department

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of Tulsa County Building Operations and Tulsa City-County Health Department for maintenance of the Tulsa City-County Health Department vehicle fleet through June 30, 2025, as further described in the attached.

Respectfully submitted for your execution and approval.

MME / adr

SUBMITTED FOR The July 8, 2024 BOCC meeting agenda.

DEPARTMENT MAINTENANCE AGREEMENT FOR TULSA CITY-COUNTY HEALTH DEPARTMENT OWNED VEHICLES

This Agreement is entered into by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, STATE OF OKLAHOMA, hereafter referred to as "County" and the TULSA CITY-COUNTY HEALTH DEPARTMENT of TULSA COUNTY, hereafter referred to as "User."

- 1. <u>RECITALS</u>: Inasmuch as County owns and operates a maintenance facility for the regular maintenance of motor vehicles, and whereas User, a local unit of government, owns and operates certain motor vehicles as a part of its government operation, and because economics of scale may be achieved by the coordinated efforts of County and User to provide for maintenance of User's vehicle fleet, the parties agree that pursuant to the provisions of 74 O.S. Sec. 1008A, User may utilize the services of County for maintenance of User's vehicle fleet on an as-needed basis under the following terms and conditions.
- 2. <u>DURATION</u>: The terms of this agreement shall be from the acceptance of this agreement by both County and User from July 1, 2024, or the acceptance of this agreement, whichever is later, and will terminate June 30, 2025.
- 3. <u>VEHICLES</u>: County and User agree that User's vehicle fleet to be maintained by County shall not exceed twenty (20) vehicles and shall include those vehicles listed on Exhibit "A" attached hereto and made a part hereof.
- 4. <u>ORGANIZATION</u>: No new administrative or legal entity is created by this agreement, nor are powers delegated thereto.
- 5. <u>PURPOSE</u>: The purpose of this agreement is to provide vehicle maintenance to User by County. Maintenance shall include all replacement parts as requested, changing of oil, filters, and lubrication every five thousand (5,000) miles, as well as a complete maintenance check including, but not limited to, transmission, differential, belts, wiper blades, brakes, etc. every five thousand (5,000) miles.
- 6. <u>FINANCING</u>: Financing of this agreement shall come solely from the operating budget of User. User agrees to establish and maintain as a part of its normal budgetary procedures, sufficient books of account to satisfy the requirements of 74 O.S., Section 1001 and following.
- 7. <u>PRICE</u>: The parties agree that User shall pay County for parts used in the maintenance of User's vehicles at cost, and for labor at the rate of Sixty Dollars (\$60.00) per hour, or for any part of such hour. The County further agrees to sell to User tires and batteries for User's vehicles, consistent with availability and needs of County to apply its own fleet, at the prices then currently paid by County for such tires or batteries. The County further agrees to sell to User fuel for said vehicles, consistent with availability and needs of County to supply its own fleet, at the prices then currently paid by County for such fuel plus a five-cent administrated cost per gallon.

- 8. <u>ADMINISTRATOR</u>: The parties agree that the Board of County Commissioners of the County of Tulsa shall serve as administrator pursuant to the terms of said 74 O.S., Section 1004 (d) throughout the terms of this agreement.
- 9. <u>PROPERTY ACQUISITION AND DISPOSAL</u>: The parties agree that no real or personal property will be used as a result of this agreement aside from vehicle parts above-mentioned. County agrees to acquire and hold any parts necessary for the above-mentioned vehicular maintenance and to dispose of same by installing such parts in user's vehicles as needed.

A TOTO

County Clerk	OF TULSA COUNTY By Chairman
APPROVED AS TO FORM: Andrew Digitally signed by Andrew Mihelich	
Andrew Mihelich Mihelich Date: 2024.06.27 17:37:17 -05'00'	
Assistant District Attorney	Digitally signed by Bruce
	USER: Bruce Dart Date: 2024.06.27 12:30:18-05'00'
	TITLE: <u>Executive Director, Tulsa City-County Health Depters</u>
	Date 6/20/24

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TULSA CITY-COUNTY HEALTH DEPARTMENT List of Vehicles

Exhibit "A"

		Vehicle
Description	Serial Number	Number
2003 FORD RANGER TRUCK	1FTZR44V63PB44903	0055
2003 FORD RANGER TRUCK	1FTZR44V43PB44902	0056
2008 CHEVROLET SILVERADO 2500	1GCHK29KX8E184245	0123
2003 CHEVROLET 1500 1/2-TON	1GCEC14T63Z161251	0136
2007 DODGE VAN	1D8GP24RX7B196141	0138
1995 FORD RANGER TRUCK	1FTCR10U9SPB07134	0148
2000 FORD EXPLORER	1FMZU63P2YZC42637	0152
2002 DODGE DAKOTA 1/2-TON	1B7HL38X72S718729	0156
2002 DODGE DAKOTA 1/2-TON	1B7HL38X32S718730	0158
2002 CHEVROLET 1500 1/2-TON C1	1GCEK19V62Z195234	0162
2002 CHEVROLET TAHOE	1GNEK13Z12R235139	0163
2008 GMC BOX VAN	1GDJG31KX81122190	1227
2016 FORD FUSION	3FA6P0G77GR199380	1244
2016 FORD FUSION	3FA6P0G70GR199379	1247
2016 CHEVROLET VAN 2500	1GCWGAFG3G1182796	1252
2018 FORD F150 TRUCK	1FTEW1EB4JKD60415	1275
2017 DODGE CARAVAN	2C4RDGBG2HR776792	1280
2019 FORD F-150 XL 4WD SUPERCREW	1FTFW1E5XKFA21702	1292
2020 DODGE CHARGER	2C3CDXKT5LH158324	2021
2023 MERCEDES CARGO VAN	W1T4NDHY8PT134408	2077