
MEMO

APPROVED
11/01/2021



DATE: October 27, 2021
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – City of Tulsa

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of Tulsa County Engineering department and the City of Tulsa for improvement of multiple bridge decks at Mohawk Park Golf Course as further described in the attached.

This agreement is respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The November 1, 2021 BOCC meeting agenda.

CMF# 20212385

AGREEMENT

APPROVED
11/01/2021

THIS AGREEMENT, made the 1st__ day of __November, 2021_ by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter called "County" and the City of Tulsa, Tulsa County, Oklahoma, hereinafter called "City".

WITNESSETH:

WHEREAS, County is desirous of participating in projects and the provision of services mutually advantageous to the County and other units of government;

WHEREAS, City is improving multiple bridge decks at Mohawk Park Golf Course, and City represents that the bridges are part of the City street system;

WHEREAS, the golf course is in Tulsa County. The golf course is a revenue generating enterprise within the County, hereinafter called "Property";

WHEREAS, the County has the skillset and trained labor force to perform said repairs, hereinafter called "Improvements";

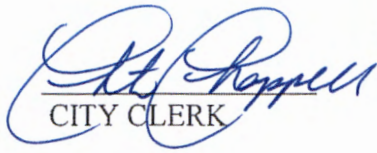
WHEREAS, pursuant to 69 O.S. 1903, County and City may contract with each other to construct, improve, repair or maintain any of the other. No party to the contract shall be liable for the acts or omissions of the other parties or for failure to inspect or supervise the performance of the other party.

THEREFORE, in consideration of the covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. The City agrees to purchase all required materials for the Improvements on the Property.
2. The County agrees to install the Improvements to minimize adverse impact on the use of the Property. Once the Improvements are complete, the Property will be restored by the City.
3. The County will perform the Improvements at a time that does not conflict with the County construction and inspection activities.
4. Neither party hereto without the express written consent of the other shall assign the rights, duties and obligations under or arising from this Agreement.
5. Neither party shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 1st day of November, 2021.

ATTEST:


CITY CLERK



CITY OF TULSA

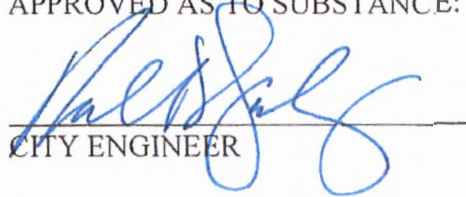

MAYOR

OCT 20 2021

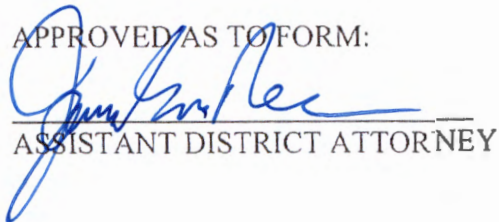
APPROVED AS TO FORM:


Asst. CITY ATTORNEY

APPROVED AS TO SUBSTANCE:


CITY ENGINEER

APPROVED AS TO FORM:


ASSISTANT DISTRICT ATTORNEY

BOARD OF COUNTY COMMISSIONERS
TULSA COUNTY, OKLAHOMA


CHAIRMAN

ATTEST:


COUNTY CLERK

