

RESOLUTION: # 28

- 1) APPROVING INTERLOCAL COOPERATIVE AGREEMENT;
  - 2) APPOINTING COUNTY'S REPRESENTATIVE TO CED BOARD OF DIRECTORS;
  - 3) AUTHORIZING REPRESENTATIVE TO SIGN INTERLOCAL COOPERATIVE AGREEMENT
- FEBRUARY 3, 2025

This **RESOLUTION** authorizes and approves Interlocal Cooperative Agreement #2024-8; appoints the County's representative on the Circuit Engineering District ("CED") #8 Board of Directors; and authorizes the County's appointee to sign and execute Interlocal Cooperative Agreement #2024-8 on behalf of the County.

**WHEREAS**, the Interlocal Cooperation Act of Oklahoma, 74 O.S. § 1001 *et seq.*, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Interlocal Cooperation Act of Oklahoma, 74 O.S. § 1001 *et seq.*, permits cooperating governmental units to create an entity to carry out cooperative functions; and

**WHEREAS**, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1004, permits local governmental units to enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1008, allows any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract, and such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

**WHEREAS**, 19 O.S. § 339(A)(30) authorizes the board of county of commissioners to enter into intergovernmental cooperative agreements which shall include shared services, with local governmental units within this state pursuant to the provisions of the Interlocal Cooperation Act; and

**WHEREAS**, 69 O.S. § 687.1(A) authorizes the Board of County Commissioners of a county to establish a CED with any other county or counties; and

**WHEREAS**, the Counties comprising CED #8 have each previously created and established CED #8 for the purpose of providing assistance to other public agencies and receiving assistance from other public agencies as defined and permitted by the Interlocal Cooperative Act of Oklahoma and 69 O.S. § 687.1(A)(3) and consistent with the objectives and authority vested in Circuit Engineering Districts; and

WHEREAS, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1004, requires appropriate action by ordinance, resolution or otherwise pursuant to the law of the governing bodies of the participating public agency before any such agreement may enter into force; and

NOW THEREFORE, BE IT RESOLVED THAT, the Board of County Commissioners of Kingfisher County hereby authorizes the County to become a party to Interlocal Cooperative Agreement #2024-8 for ced #8 attached hereto.

BE IT FURTHER RESOLVED THAT, the Board of County Commissioners of Kingfisher County hereby appoints Mike Sparks to serve on the CED # 8 Board of Directors as Kingfisher County's representative and is authorized to execute and effectuate the attached Interlocal Cooperative Agreement #2024-8 on behalf of the County. Further, the Board of County Commissioners hereby appoints Jeff Moss as alternate #1 and Anthony Schwarz as alternate #2 in the event the County's representative is unable to attend a CED Board meeting and who are authorized to have the same powers as noted above.

ADOPTED by the County Commissioners of Kingfisher County, Oklahoma on this 3rd day of February, 2024.

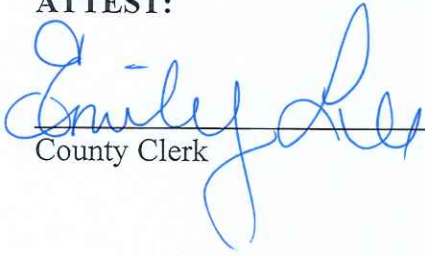
BOARD OF COUNTY COMMISSIONERS OF  
(Kingfisher) COUNTY, OKLAHOMA

By: [Signature]  
Chairperson, Board of County Commissioners

By: [Signature]  
Member, Board of County Commissioners

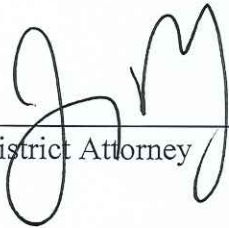
By: [Signature]  
Member, Board of County Commissioners

ATTEST:

  
County Clerk



Reviewed as to form and legality,

  
District Attorney

**INTERLOCAL COOPERATIVE AGREEMENT #2024-8  
FOR CIRCUIT ENGINEERING DISTRICT #8**

This **INTERLOCAL COOPERATIVE AGREEMENT** (“Agreement” or “Agreement #2024-8”) is entered into between the Board of County Commissioners of Alfalfa, Beaver, Cimarron, Ellis, Garfield, Grant, Harper, Kay, Kingfisher, Major, Noble, Texas, Woods, and Woodward Counties (collectively the “Parties” or “Counties”), all of which are political subdivisions organized and existing under the laws of the State of Oklahoma.

**RECITALS**

**WHEREAS**, the Interlocal Cooperation Act of Oklahoma, 74 O.S. § 1001 *et seq.*, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Interlocal Cooperation Act of Oklahoma, 74 O.S. § 1001 *et seq.*, permits cooperating governmental units to create an entity to carry out cooperative functions; and

**WHEREAS**, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1003, defines “public agency” as any political subdivision of the State of Oklahoma, any agency of the State of Oklahoma, or a public trust of the State of Oklahoma; and

**WHEREAS**, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1003(A)(1), specifically defines Alfalfa, Beaver, Cimarron, Ellis, Garfield, Grant, Harper, Kay, Kingfisher, Major, Noble, Texas, Woods, and Woodward Counties as “public agency(ies)” thereby entitling the Counties to participate in interlocal cooperative agreements and thus contract for governmental services with other public agencies; and

**WHEREAS**, the Interlocal Cooperation Act of Oklahoma, 74 O.S. § 1004 provides for any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Oklahoma to be exercised and enjoyed jointly with any other public agency; and

**WHEREAS**, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1004, permits local governmental units to enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1008, allows any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract, and such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

**WHEREAS**, 19 O.S. § 339(A)(30) authorizes the board of county of commissioners to enter into intergovernmental cooperative agreements which shall include shared services, with local governmental units within this state pursuant to the provisions of the Interlocal Cooperation Act; and

**WHEREAS**, 69 O.S. § 687.1(A) authorizes the Board of County Commissioners of a county to establish a Circuit Engineering District with any other county or counties; and

**WHEREAS**, the Counties comprising CED #8 have each previously created and established CED #8, joined CED #8, designated a member of its Board of County Commissioners to serve on the CED #8 Board of Directors, and authorized its designee to sign this Agreement on behalf of the County; and

**WHEREAS**, 69 O.S. § 687.1(A) provides that the objectives of a Circuit Engineering District are:

1. To allow county governments to make the most efficient use of their powers by enabling them to cooperate with each other and other units of government on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of county government;
2. To provide research and research support to county government;
3. To provide assistance to county governments in performing the functions delegated by law including, but not limited to, the operation of road maintenance, construction, inspection, and equipment purchases and management;
4. To conduct public discussion groups, forums, panels, lectures, and other similar programs;
5. To present courses of instruction and education;
6. To obtain, develop and present scientific and all other types of information relative to the operation of the public transportation system in this state;
7. For long-range planning and growth of the transportation system within the circuit engineering district and other circuit engineering districts within this state; and
8. To provide services to counties in a coordinated manner that will improve the quality of the transportation system and be cost effective; and

**WHEREAS**, 69 O.S. § 687.1(B) provides that a Circuit Engineering District has the authority to:

1. To comply with and carry out the provisions of the Interlocal Cooperation Act;
2. To advise and assist its members with how to implement and make an effective transportation plan for the best interest of each member of the circuit engineering district;
3. To prepare such programs of research as may be necessary and advisable in carrying out its purposes;
4. To contract for services with persons, firms or units of government to carry out the purposes of the circuit engineering district;

5. To provide periodic reports for the circuit engineering district or for its members as may be required by federal or state legislation or regulations pertaining thereto, and as are within the scope and range of the purpose of the circuit engineering district;
6. To acquire and hold property for its use and to incur expenses to carry out its functions;
7. To receive gifts, contributions and donations to carry out the purposes for which it is formed;
8. To assess its members for the services rendered in carrying out its functions;
9. To apply for, contract for, administer, receive and expend funds or grants from any participating member, the State of Oklahoma, the federal government, or any other source; and
10. To publish studies in connection with its work which may be of benefit to its members or other agencies within and outside of the circuit engineering district; and

**WHEREAS**, the Boards of County Commissioners of Alfalfa, Beaver, Cimarron, Ellis, Garfield, Grant, Harper, Kay, Kingfisher, Major, Noble, Texas, Woods, and Woodward Counties desire to enter into an agreement with the Boards of County Commissioners of Alfalfa, Beaver, Cimarron, Ellis, Garfield, Grant, Harper, Kay, Kingfisher, Major, Noble, Texas, Woods, and Woodward Counties for the purpose of both providing assistance to other public agencies and receiving assistance from other public agencies as defined and permitted by the Interlocal Cooperative Act of Oklahoma and 69 O.S. § 687.1(A) and consistent with the objectives and authority vested in Circuit Engineering Districts; and

**WHEREAS**, the Interlocal Cooperative Act of Oklahoma, 74 O.S. § 1004(C)(1), requires appropriate action by ordinance, resolution or otherwise pursuant to the law of the governing bodies of the participating public agency before any such agreement may enter into force; and

**WHEREAS**, the Boards of County Commissioners of Alfalfa, Beaver, Cimarron, Ellis, Garfield, Grant, Harper, Kay, Kingfisher, Major, Noble, Texas, Woods, and Woodward Counties each having previously passed and adopted such resolutions;

**NOW THEREFORE, BE IT RESOLVED THAT**, in consideration of the mutual agreements and conditions herein described, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to authorize and permit Counties to accomplish the objectives of 69 O.S. § 687.1(A).
2. **Preempts and Supersedes Any Previous Agreement.** This Agreement constitutes the entire agreement between the Parties, and it preempts and supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter herein.
3. **Statement of Responsibility and Liability:** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. Each party shall be responsible for the acts and omissions to act of its officers, employees, or agents while acting within the scope of their employment. Liability shall be governed by the Oklahoma Governmental Tort Claims Act, 51 O.S. §§ 151-172.

4. **Method of Financing Joint Undertaking.** The activities and projects of the CED will be funded by sources of County, State, Tribal or Federal funds based upon the needs and requirements of the Federal Safety Bridge Inspection program, County Improvements for Roads and Bridges (CIRB) 5-Year Plan, Tribal Transportation Improvement Program, and the County's 5-Year construction plan. Each of the CED's activities and projects will be independently funded and budgeted.
5. **Termination of Participation.** Any of the Parties to this Agreement may terminate its participation in the CED at any time with or without cause upon tendering written notice of such termination thirty (30) days prior to the effective date of such termination. Written notices shall be sent to each party of this Agreement.
6. **Dissolution of CED and Disposal of Property Upon Dissolution.** In the event that all of the Counties comprising the CED terminate participation in this Agreement, or all of the counties comprising the CED except for one terminate participation in this Agreement, the CED is dissolved and this Agreement is no longer effective. In the event of dissolution, all CED assets and obligations shall be distributed equitably among the counties comprising the CED.
7. **No Third-Party Beneficiaries.** It is not the intent of this Agreement to create any rights in any third parties.
8. **Board Conducting Undertaking.** For purposes of complying with 74 O.S. § 1004(C)(4) the Counties mutually agree that the CED formed under this Agreement shall be governed by a Board of Directors which shall be comprised of one County Commissioner appointed annually by each Board of County Commissioners which comprises the CED. The CED's Board of Directors shall be responsible for administering this cooperative undertaking in compliance with State law including establishing and maintaining a budget.
9. **No Assignment.** This Agreement is not assignable except upon the prior written consent of all parties hereto.
10. **Execution.** This Agreement shall be executed by the designee of each Board of County Commissioners comprising the CED.
11. **Term.** This agreement shall be effective immediately upon signing and shall continue through December 31, 2025, and may be renewed at the beginning of each calendar year thereafter upon mutual agreement of all parties.
12. **Amendment.** This Agreement may not be amended except by express written agreement of all parties hereto.
13. **Whole Agreement.** It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties, and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.
14. **Force Majeure.** None of the Parties shall be responsible or liable for failure or delay in the performance of its obligations during such period of time that the aforesaid delivery or acceptance is rendered commercially impracticable, illegal, or impossible

which arise out of or caused by, directly or indirectly, forces beyond its control; such as strikes, or acts of war or terrorism, or civil disturbances, or fire, or Acts of God, such as natural disasters, or other such emergency beyond the parties control. However, the Parties must utilize all commercially reasonable efforts, which are consistent with accepted practices in its industry, to resume the performance of its obligations, as soon as practicable under the circumstances listed above. Provided however, to the extent that the Parties have any commercially reasonable alternative method of performing this Agreement, the Parties shall not be freed of any performance of its obligations hereunder by this clause, even though the goods intended for this Agreement were destroyed or their delivery delayed because of an event described above.

ADOPTED AND APPROVED by the undersigned designees from each county comprising the CED on this 15<sup>th</sup> day of January, ~~2024~~ 2025 *new.*

**BOARDS OF COUNTY COMMISSIONERS'  
REPRESENTATIVES**

By: *Robert*  
Alfalfa County Representative

By: *Roy Fleming*  
Beaver County Representative

By: *St. Mune*  
Cimarron County Representative

By: *Chad*  
Ellis County Representative

By: *Russ Widel*  
Garfield County Representative

By: *Max L. Hess*  
Grant County Representative

By: *Sally Nielsen*  
Harper County Representative



By: Jeff King  
Kay County Representative

By: Mike Sparks  
Kingfisher County Representative

By: Tom Dan  
Major County Representative

By: [Signature]  
Noble County Representative

By: Lew Bickford  
Texas County Representative

By: [Signature]  
Woods County Representative

By: [Signature]  
Woodward County Representative

Subscribed and sworn before me this 15<sup>th</sup> day of January, <sup>2025 mew</sup> ~~2024~~.

Mary E. Weaver  
Notary Public

13001017  
Commission Number

Jan 30, 2025  
My Commission Expires

