

RESOLUTION NO. 2019-04

**RESOLUTION TO EXECUTE THE
AGREEMENT ESTABLISHING
THE OKLAHOMA MUNICIPAL MANAGEMENT SERVICES**

WHEREAS, the Interlocal Cooperation Act of the Oklahoma Statutes enable municipal governments to cooperate with each other to make the most efficient use of their powers and resources on a basis of mutual advantage; and,

WHEREAS, the Town of Luther, Oklahoma, desires to cooperate by providing municipal management services that assist with the operations of municipalities, including but not limited to management assistance, studies, work sessions, and analysis of operations; and,

WHEREAS, the Town of Luther, Oklahoma, finds that the best and most efficient way of securing this protection is by cooperating with other municipalities; and,

WHEREAS, the *Interlocal Agreement Between the City of Harrah and the City of Mustang* Establishing the Oklahoma Municipal Management Services provides a basis for securing these services for member municipalities.

NOW THEREFORE BE IT RESOLVED by the governing body of the Town of Luther, Oklahoma, to join with other municipalities in the Oklahoma Municipal Management Services; and,

BE IT FURTHER RESOLVED THAT, the Town of Luther, Oklahoma, hereby agrees to become a party to the *Interlocal Agreement Between the City of Harrah and the City of Mustang* Establishing the Oklahoma Municipal Management Services, for the purposes and in consideration of the mutual covenants contained therein by adoption and execution of this resolution.

Adopted by the governing body of the Town of Luther, Oklahoma, this 14 day of February, 2019.


Jenni White, Mayor

ATTEST:


Town Clerk

Please mail copy of this resolution to:

Oklahoma Municipal Management Services
3650 South Boulevard
Edmond, OK 73013

INTERLOCAL COOPERATION AGREEMENT

THIS CONTRACT AND AGREEMENT is made and entered into this 14th day of February, 2019, by and between Oklahoma Municipal Management Services, an Interlocal Cooperative Agency, (hereinafter "OMMS"), the City of Harrah (hereinafter "Harrah"), a municipal corporation, and the Town of Luther (hereinafter "Luther"), as authorized by 74 Okla. Stat. §1008, as a contract for governmental services.

RECITALS

WHEREAS, Harrah has a full-time code enforcement officer who is a full-time employee of the Harrah, subject to the personnel policies, insurance, workers compensation, retirement and all other benefits provided to employees of Harrah, said employee providing all necessary services related to code enforcement.

WHEREAS, Luther is in need of a part time code enforcement officer to enforce the codes and ordinances of Luther, and to ensure the orderly enforcement of code requirements of Luther.

WHEREAS, OMMS, as an interlocal cooperative agency provides services for member cities, including the coordination and cooperation that is needed to provide governmental services at a more efficient cost than otherwise available.

WHEREAS, Harrah and Luther find that the approval of this agreement is in the best interest of the residents of their respective municipalities; OMMS finds approval of this agreement is in the best interest of its member cities and towns.

AGREEMENT

The parties agree as follows:

1. Harrah agrees to make available for Luther the Code Enforcement services of its Code Enforcement officer, who shall assist Luther officials in the processing and implementation of the codes and ordinances of Luther within the Town of Luther. The Code Enforcement shall at all times for all purposes remain an employee of Harrah and shall provide services at the direction and control of the City Manager of Harrah, with direction and input from Luther officials in regard to the specific duties to be performed.
2. Luther agrees it will provide input and information to Harrah to assist with identification of the specific nuisance and code enforcement issues to be addressed. Any outside abatement costs (publication, demolition, etc.) shall be exclusively the responsibility of Luther.
3. Luther agrees that it will remain a member of OMMS throughout the term of this agreement.

4. Luther will pay a monthly fee of \$1,100.00 for the services outlined herein.
5. Either Luther or Harrah can cancel this agreement upon 30 days written notice to the other parties.
6. Code enforcement officer to spend a minimum of 20 hours on Luther Code Enforcement each week.

Reviewed and approved by the City of Harrah this _____ day of _____, 2019.

CITY OF HARRAH

Larry Fryar, Mayor

ATTEST:

Cindy Pollard, City Clerk

Reviewed and approved by the Town of Luther this 14 day of Feb, 2019.

TOWN OF LUTHER



Jenni White, Mayor

ATTEST:



Kim Bourns, Town Clerk

Reviewed and approved by Oklahoma Municipal Management Services this 29th day of January, 2019.

OMMS



Steven C. Whitlock
Executive Director

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Reviewed and approved by the City of Harrah this _____ day of _____, 2019.

CITY OF HARRAH

Larry Fryar, Mayor

ATTEST:

Cindy Pollard, City Clerk


Reviewed and approved by the Town of Luther this 14 day of Feb, 2019.

TOWN OF LUTHER



Jenni White, Mayor

ATTEST:



Kim Bourns, Town Clerk

Reviewed and approved by Oklahoma Municipal Management Services this 29th day of January, 2019.

OMMS



Steven C. Whitlock
Executive Director

Oklahoma Municipal Management Services

OKLAHOMA MUNICIPAL MANAGEMENT SERVICES (OMMS) MEMBERSHIP AGREEMENT AND INVOICE JULY 1, 2018 THROUGH JUNE 30, 2019

Name of Municipality: TOWN OF LUTHER

Mailing Address: PO BOX 56

City, State, Zip Code: Luther, OK 73054

Population

Fee (Circle One)

2,500 and below:

~~\$ 500.00~~ \$250.00

2,501 to 10,000:

\$2,000.00

10,001 to 20,000:

\$4,000.00

20,001 and above:

\$5,000.00

Municipal Contact Name: Scherrie Pidcock

Municipal Contact Email: office@townoflutherok.com

Date: 2-14-19

Please remit agreement and payment to:

Oklahoma Municipal Management Services
ATTN: OMMS Accounts Receivable
3650 South Boulevard
Edmond, OK 73013

Website: www.okmms.org

Questions can be submitted to: executivedirector@okmms.org