Motion made by Commissioner Hardesty, seconded by Commissioner Bailey, that the attorneys of the following Articles of Agreement as prepared jointly by the/City of Tulsa and the County Attorneys, be and the same is hereby approved, and the Chairman is hereby authorized to execute same. Upon roll call, motion unanimously carried.

ARTICLES OF AGREEMENT

Made and entered into this 6th day of February, 1950, by and between BOARD OF COUNTY COMMISSIONERS OF TUDSA COUNTY, OKLAHOMA, party of the first part, and CITY OF TULSA, OKLAHOMA, party of the second part; WITNESSETH:

WHEREAS, it is the desire of the Board of County Commissioners of said Tulsa County, Oklahoma, and the Board of Commissioners of the City of Tulsa, Oklahoma, parties hereto, to set up and form a Cooperative Health Department, as provided by Section 516 of Title 63, Oklahoma Statutes 1941, for the prevention of conditions that are predisposing causes of devastating diseases, the prevention and control of epidemics and the promotion of public health in said Tulsa County.

NOW, THEREFORE,

In consideration of the mutual promises hereinafter set forth, the respective parties heretof, insofar as they are legally authorized so to do, hereby agree and pledge to and with the other, as follows:

- (1) Said parties do hereby organize and establish a Cooperative Health Department of the City and County of Tulsa, Oklahoma. COUNTY OF TULSA, OKLAHOM.
- (2) Said parties, as hereinafter provided, shall employ a Superintendent of Public Health who shall be directing head of said Cooperative Health Department.
- (3) First party agrees to contribute each month towards the salary of such superintendent a sum equivalent to one-fifth thereof, and second party agrees to contribute thereto each month, a sum equivalent to four-fifths thereof, said salary to be paid monthly in an amount equivalent to \$12,500.00 per year, unless otherwise mutually agreed upon by the parties hereto.
- (4) Second party agrees, at its own expense, to furnish office, laboratory and other space and quarters for said Cooperative Health Department, and to furnish furniture, fixtures, equipment and supplies required, except as is presently supplied by first party.
- (5) Second party agrees, at its own expense to furnish necessary office personnel, and, except as hereinafter provided in Paragraph 6 hereof, to stand all operative expense in connection with said Cooperative Health Department.
- (6) First party agrees, at its own expense, to furnish sanitarians, investigators, case workers and nurses as it may deem necessary for the serving of the areas of the County outside and beyond the boundaries of the City of Tulsa, and to stand all necessary expenses incident to their work.
- (7) Second party agrees, at its own expense, to furnish sanitarians, investigators, case workers and nurses as it may deem necessary for the servicing of the City of Tulsa and its environs.
- (8) Second party agrees, at its own expense, to furnish the services of a Chief Sanitary Engineer.
- (9) It is agreed that insofar as they are legally authorized so to do, said parties jointly may contract for the services of the Superintendent of Public Health referred to in Paragraph 2 hereof, and that his services will be county wide, as contemplated by Section 510 and 516 of Title 63, Okla. Stats. 1941, and other applicable and pertinent statutory provisions and the rules and regulations promulgated or prescribed by the said State Board of Health, or its Commissioner.
- (10) It is agreed that said Superintendent of Public Health shall be the directing head of said Cooperative Health Department, and shall have supervisory control over all personnel.
- (11) It is understood that the matter of the transportation of patients afflicted with tuberculosis, as contemplated by Section 510 of Title 63 Oklahoma Statutes 1941, and the expenses incident thereto, remains the prerogative of the Board of County Commissioners, and over which the Cooperative Health Department has no jurisdiction, except as in an advisory capacity.