

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE April 21, 2010 AGENDA

(THE DEADLINE IS 1 WEEK PRIOR TO THE DATE THAT THE AGENDA IS TO BE POSTED)

DEPARTMENT: District 1 _____ REQUESTED BY: Joe R. Blough

REQUISITION NO.: _____ REQUISITION SHEET ATTACHED: _____ YES N/A

NAME OF FUNDS: Highway Cash – District One

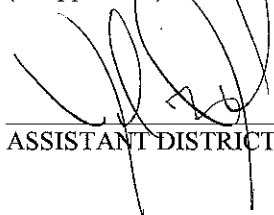
FUND NUMBERS: _____ / _____ / _____

REVIEWED FOR PRIVACY-PROTECTED INFORMATION: _____ YES N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2

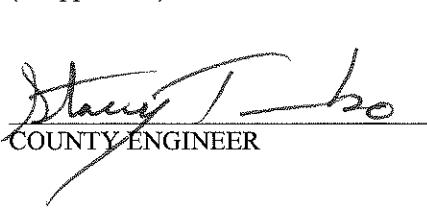
AGENDA ITEM READS AS FOLLOWS: Discussion and possible action of a Mutual Cooperation Agreement between Oklahoma City Public Schools and Oklahoma County pursuant to Title 19 O.S. § 108, § 339(16) and 359; providing for assistance with the construction of an access road at Taft Middle School. The County agrees to expend an amount not to exceed Twenty One Thousand, Three Hundred Forty Dollars and Ninety Five Cents (\$21,340.95) from District One's Highway Cash Appropriations. The School agrees to reimburse the County for labor, equipment and materials in an amount not to exceed Seven Thousand Three Hundred Fifty Eight Dollars and Seventy Three Cents (\$7,358.73). Oklahoma County District 1 agrees to reimburse the Highway Cash Fund an amount not to exceed Thirteen Thousand Nine Hundred Eighty Two Dollars and Twenty-Two Cents (\$13,982.22) from District One General Fund Appropriations. This Agreement shall become effective upon approval of the all parties and shall terminate on June 30, 2010. Requested by Willa Johnson, Commissioner, District No. 1, and approved as to form and legality by John Jacobsen, Assistant District Attorney.

APPROVED BY DA
(If Applicable)



ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER
(If Applicable)



COUNTY ENGINEER

APPROVED BY PURCHASING
(If Applicable)

PURCHASING AGENT

REVIEWED BY DA FOR PRIVACY-PROTECTED/SECURITY INFORMATION: _____ YES N/A

REVIEWED BY COUNTY CLERK FOR PRIVACY-PROTECTED INFORMATION: _____ YES N/A

(NOTE: THE CHAIRMAN MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____ APPROVED BY: _____

CHAIRMAN

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

250

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 04/07/ 2010 .

COUNTY DEPARTMENT MAKING REQUEST: District 1

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Review of attached mutual cooperation agreement between the Oklahoma City Public Schools and Oklahoma County for the construction of an access road at Taft Middle School. Item will appear on the April 21, 2010 agenda.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Joe Ray Blynn
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 4/7/10

REPLY BY DISTRICT ATTORNEY: Reviewed

DAVID W. PRATER
DISTRICT ATTORNEY

By: [Signature]

RECEIVED

APR - 7 2010

CIVIL DIVISION
DISTRICT ATTORNEY

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MUTUAL COOPERATION AGREEMENT

OKLAHOMA CITY PUBLIC SCHOOLS
&
BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into between the OKLAHOMA CITY PUBLIC (the "School"), and the BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

RECITALS:

WHEREAS, Title 19, Oklahoma Statutes, Section 339(16), authorizes the County to use county owned equipment, labor and supplies at the County's disposal on property owned by public schools, and to be reimbursed for expenses upon the development and agreement of a work order;

WHEREAS, the School wishes to call upon the County from time to time to use the County's equipment, labor and supplies to assist the School with parking areas, playgrounds, athletic fields, access roads, drainage areas, and other areas within the exclusive control or ownership of the School that require reconstruction, improvement, repair or maintenance; and

WHEREAS, the School and the County wish to enter into an agreement providing for the County's assistance to the School to the extent permitted by law, including, but not limited to, Title 19, Oklahoma Statutes, Sections 339(16) and 359.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **County's Work.** The County may perform work on property that is within the School's exclusive control or ownership, subject to the terms of this Agreement.
2. **Description of Service.** Parties to this Agreement shall provide the following:
 - a. The County -
 1. Specifications for the work to be performed as set forth in Attachment "B" hereto;
 2. County will make efforts to minimize disruption of normal operation and use of School by the citizens of Oklahoma County due to work being performed by County;

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- b. The School -
 1. Written Request for Services (Attachment A)
 2. Ingress and egress for County personnel and equipment to perform the work requested as set forth in Attachments "A" and "B" hereto; and
 2. Restrict, prevent, and remove all people and students from the work and access areas until given notice by the County that work has been completed; and
 3. Mark all existing underground utilities, as well as repair all unmarked underground utilities damaged by the County's activities in performing the work requested by the School; and
 4. Written notice, 10 days in advance, of any and all changes in the requested work.
4. **Cost of Service.** County and School agree to incur respective costs as follows:

Construction of an access road at Taft Middle School located at 2901 NW 23rd Street, Oklahoma City, OK 73105

Cost of Service. The parties agree that:

- A. The total project cost is in the amount of Twenty-One Thousand Three Hundred Forty Dollars and Ninety-Five Cents (\$21,340.95) as set forth in attachment "B" which includes labor, equipment and materials.
 1. The School agrees to reimburse Oklahoma County an amount not to exceed Seven Thousand Three Hundred Fifty-Eight Dollars and Seventy-Three Cents (\$7,358.73) for labor, equipment and material costs.
 2. District One agrees to reimburse Highway Cash Account (1110-9100), from District One General Fund Account (1000-9100) an amount not to exceed Thirteen Thousand Nine Hundred Eighty Two Dollars and Twenty Two Cents (\$13,982.22) for labor and equipment costs.
5. **Reimbursement.** The School will furnish to the County the funds to pay the School's share of the costs of labor, engineering, equipment, or materials, subject to the provisions of Title 19, Oklahoma Statutes, Section 339 (16). After satisfactory completion of all work, County will provide invoices to School for material costs. School will reimburse funds to County within forty five (45) days of receiving said invoices.

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6. **Notice Addresses.** The School and the County will use the following notice addresses for correspondence and requests contemplated by this Agreement:

Oklahoma County:

County Commissioner Willa Johnson
320 Robert S. Kerr Avenue, Room 202
Oklahoma City, Oklahoma 73102
Telephone: (405) 713-1501
Fax: (405) 713-1846

Oklahoma City Public Schools

Mr. Bob Cervi, OKCPS Maintenance Operations Manager
OKCPS Service Center
900 North Klein, Oklahoma City, OK 73106
Phone: (405) 587-1172

7. **School's Duty.** The parties understand and agree that this Agreement in no way relieves the School of its primary duty to maintain the School's property and school grounds including the improved areas per this agreement, for the safety and welfare of the public.

8. **Tort Liability.** Each party will be solely responsible for the acts or omissions of each party's officials, employees or agents performing this Agreement, subject to the limitations described in the Governmental Tort Claims Act in Title 51, Oklahoma Statutes, Sections 151 *et seq.*, and shall not be responsible for the acts or omissions of the other party's officials, employees, or agents. Each party reserves all rights and defenses available at law or in equity.

9. **No Agency.** All persons acting for the County or the School in performance of this Agreement will, at the time of such action, be an official, employee or agent of their respective public bodies. The parties expressly agree that nothing contained in this Agreement will be construed as creating an employment or agency relationship between the parties or between the officials, agents, and employees of either party.

10. **Third Party Beneficiaries.** The parties do not intend to create any rights in any third parties by entering into this Agreement.

11. **Ownership of Property.** The County and the School expressly agree that neither party will acquire any right, claim nor title to any real or personal property owned or used by the other party in the performance of this Agreement.

12. **Amendment; Assignment.** This Agreement may not be amended or assigned by either party without the prior express written agreement of both parties.

13. **Entire Agreement.** It is mutually understood and agreed by the parties that this Agreement contains all of the covenants, stipulations and provisions contemplated by the

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parties, and no employee, 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 will be bound by any statement or representation not in conformity herewith.

14. **Counterpart Originals.** This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until both parties have executed and delivered this document.

15. **Term of Agreement.** This Agreement shall commence on the date by which this Agreement is executed by both parties and will continue through June 30, 2010. Either party may sooner terminate this Agreement by prior written notice to the other party.

APPROVED AND ADOPTED by Oklahoma City Public Schools, this ____ day of _____, 2010.

**OKLAHOMA CITY PUBLIC SCHOOLS
OKLAHOMA COUNTY, OKLAHOMA**

By _____
Superintendent or Authorized Agent

ATTEST:

Board Clerk

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APPROVED AND ADOPTED by the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY** this ____ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

By: _____
Chairman

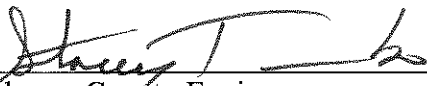
By: _____
Vice-Chair

By: _____
Member

ATTEST:

County Clerk, Oklahoma County

APPROVED:



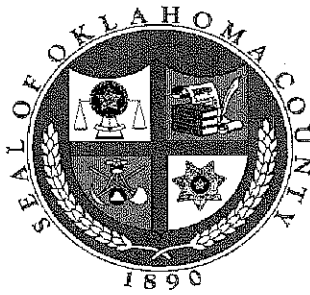
Oklahoma County Engineer

APPROVED as to form and legality this 8 day of April, 2010.



Assistant District Attorney

PENDING APPROVAL



Hon. Commissioner Willa Johnson
Oklahoma County District One

Scope of Work

9/21/2007/© 12-4-07 © 4-22-08 rev. 9-16-09 rev. 01-22-10

Work to be done for Oklahoma City Public Schools
Address: 2901 NW 23rd St., OKC
Name of Party to Sign:

Contact Person: Mr. Macias
Principal
Phone: 420 - 2145

Name of Project: Taft Middle School Access Road
Location: 2901 NW 23rd St., OKC

Project # 2 - Proposed Access Road

Descriptions: The proposed access road is to connect NW 23rd and the north parking lot passing through the handicap parking area. It will be a 15 feet wide road and with asphalt pavement.

Length = 328 LF Width = 15 LF Area = 547 SY

Item #	Particular	Qty	Unit	Price	Taft Acct.	Labor Cost	Equip. Cost
1	Engineering Survey	1	LS	750.00	0.00	500.00	250.00
2	Safety Signs	1	LS	100.00	0.00	50.00	50.00
3	Mobilization	1	LS	1,500.00	0.00	375.00	1,125.00
4	Clearing & Grubbing						
	a. Grader	16	Hrs	42.70	0.00	0.00	683.20
	b. Operator	16	Hrs	21.62	0.00	345.92	0.00
	c. Loader	16	Hrs	44.80	0.00	0.00	716.80
	d. Operator	16	Hrs	21.62	0.00	345.92	0.00
	e. Dump Truck - 2	32	Hrs	39.90	0.00	0.00	1,276.80
	f. Driver - 2	32	Hrs	18.96	0.00	606.72	0.00
5	Stabilization		SY				
	a. Cost of CKD	25	T	44.51	1112.75	0.00	0.00
	b. Reclaimer	8	Hrs	74.50	0.00	0.00	596.00
	c. Operator	8	Hrs	21.62	0.00	172.96	0.00
	d. Grader	8	Hrs	42.70	0.00	0.00	341.60
	e. Operator	8	Hrs	21.62	0.00	172.96	0.00
	f. Sheep Foot	8	Hrs	15.50	0.00	0.00	124.00
	g. Operator	8	Hrs	21.62	0.00	172.96	0.00
	h. Pneumatic Roller	8	Hrs	35.00	0.00	0.00	280.00
	i. Operator	8	Hrs	21.62	0.00	172.96	0.00
	j. Water Truck	8	Hrs	65.00	0.00	0.00	520.00

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	k. Driver	8	Hrs	18.96	0.00	151.68	0.00
6.	Laying Asphalt						
	a. Paving Machine	16	Hrs	67.94	0.00	0.00	1,087.04
	b. Operator	16	Hrs	21.62	0.00	345.92	0.00
	c. Operator	16	Hrs	21.62	0.00	345.92	0.00
	d. Operator	16	Hrs	21.62	0.00	345.92	0.00
	e. Labor	16	Hrs	17.35	0.00	277.60	0.00
	f. Dump Truck - 2	32	Hrs	39.90	0.00	0.00	1,276.80
	g. Driver - 2	32	Hrs	18.96	0.00	606.72	0.00
7	Type "A" Asphalt 2.5" (R)	81	T	37.00	2,997.00	0.00	0.00
8	Type "B" Asphalt 1.5" (V)	60	T	43.00	2,580.00	0.00	0.00
9	Conc. C.G. 24" x 6"	700	LF	0.00	0.00	0.00	0.00
	S/Totals				6,689.75	4,989.16	8,327.24
	5%				668.98	249.46	416.36
	Totals				\$7,358.73	\$5,238.62	\$8,743.60
	Grand Total				\$21,340.95		

Note: *Asphalt rate is plant pick-up.

Estimated duration of work: 10 Working Days
 Target day of completion depends upon the work start.

Estimates is based on the bid prices dated Jan. 1st, 2010 to June 30, 2010.

Proper authorities will be notified if there are major works that are not included in this estimates that will come up during the actual construction of the project.

Prepared By:

Calixto B. Deligero
 Mgr-Eng'g. & Spl. Proj.