

# 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: \_\_\_\_\_

FUND NUMBERS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

REVIEWED FOR PRIVACY-PROTECTED INFORMATION: \_\_\_\_\_ YES \_\_\_\_\_ N/A

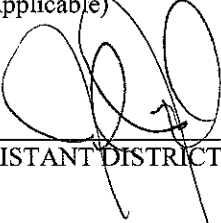
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2

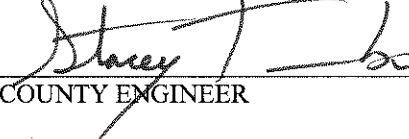
AGENDA ITEM READS AS FOLLOWS: Discussion and possible action for the approval of the Mutual Cooperation Agreement between the City of Choctaw and Oklahoma County pursuant to Title 69, O.S. § 601 (A), Title 69, O.S. § 603, Title 69, O.S. § 1903 (B) and County Resolution 046-08 to reconstruct, improve, repair, and maintain certain city streets in the City of Choctaw and define agreed rates for Patching, Mowing and Boom Axing. This Agreement shall become effective July 1, 2010 and shall terminate on June 30, 2011. 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)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

 4/8/2010  
ASSISTANT DISTRICT ATTORNEY

  
COUNTY ENGINEER

\_\_\_\_\_  
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**

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 mowing and patching cooperation agreement for the upcoming fiscal year between the City of Choctaw and Oklahoma County.

**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).

[Signature]  
**COUNTY OFFICER**

**DATE RECEIVED BY DISTRICT ATTORNEY:** 4/7/10

**REPLY BY DISTRICT ATTORNEY:** Reviewed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DAVID W. PRATER  
DISTRICT ATTORNEY**

By: [Signature]

RECEIVED  
APR 07 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

# PENDING APPROVAL

## MUTUAL COOPERATION AGREEMENT - MOWING AND PATCHING

### OKLAHOMA COUNTY & CITY OF CHOCTAW

This Mutual Cooperation Agreement (the "Agreement") is entered into effective July 1, 2010 between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma ("County"), and the **CITY OF CHOCTAW**, a municipal corporation and political subdivision, organized and existing under the laws of the State of Oklahoma ("Municipality").

#### RECITALS:

**WHEREAS**, Title 69, Oklahoma Statutes, Section 601A, authorizes County to use any funds which are in the county highway fund to construct and maintain as county highways those roads which best serve the most people of the county; and

**WHEREAS**, Title 69, Oklahoma Statutes, Section 603, provides that County may contract for grading, draining or hard-surfacing any street within any municipality where such street is a continuation of or a connecting link in the State or County Highway System; and

**WHEREAS**, Title 69, Oklahoma Statutes, Section 1903B, authorizes the County to enter into an agreement with a Municipality or any two or more counties or municipalities to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract; and

**WHEREAS**, pursuant to County Resolution No. 118-08 setting procedures for tinhorn acquisition if the requested tinhorn location is within the corporate limits of a municipality, a legal agreement with the municipal entity to install the tinhorn and collect the fees must be approved; and,

**WHEREAS**, the County and the Municipality find that it is to the mutual benefit of the citizens of both the Municipality and the County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain streets that are a continuation of or a connecting link in the State or County Highway System within the incorporated limits of the Municipality.

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

1. The County will perform certain construction, improvements, repairs or maintenance, to include road repair and mowing, on certain roadways and rights-of-way that are a continuation of

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or a connecting link in the State or County Highway System within the incorporated limits of the Municipality.

2. The Municipality agrees that the Municipality is and will remain primarily responsible for ongoing maintenance of said roadways including those work areas performed by County under this agreement.

3. The Municipality will reimburse the County funds to pay the Municipality's share of the costs, which may include labor, engineering, equipment, and materials as set forth in Attachment "A" hereto.

4. County will provide detailed invoice on a quarterly basis to Municipality for costs incurred in the performance of the work set forth in Attachment "A" hereto.

5. Upon receipt and acceptance of said invoice, Municipality shall process and pay said claim in the usual and customary manner and shall forward to County payment in full not later than forty-five (45) days from the date thereof.

6. No party to the contract 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.

7. The parties understand and agree that this Agreement in no way relieves the Municipality of the Municipality's primary duty to maintain its streets in a reasonably safe condition for travel by the public.

8. This Agreement shall be effective from July 1, 2010 through June 30, 2011.

9. This Agreement may not be amended except by express written agreement by all parties hereto.

**APPROVED** by the governing bodies of the parties on the dates hereafter set forth.

## MUNICIPALITY

**APPROVED** by the MUNICIPALITY this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**ATTEST:**

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

**REVIEWED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
City Attorney

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## COUNTY

**APPROVED** by the COUNTY this \_\_\_\_\_ day of \_\_\_\_\_,  
2010.

### **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA**

By \_\_\_\_\_  
Chairman

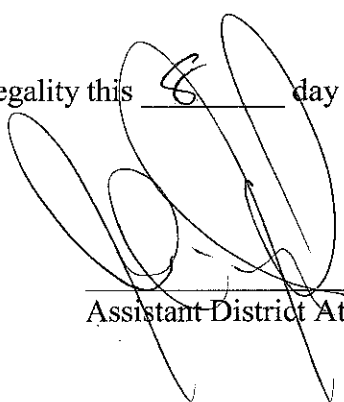
**ATTEST:**

By \_\_\_\_\_  
Vice-Chairman

\_\_\_\_\_  
COUNTY Clerk

By \_\_\_\_\_  
Member

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

  
\_\_\_\_\_  
Assistant District Attorney

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## ATTACHMENT A

POTHOLE PATCHING COST: County will incur the cost of labor and equipment, and the Municipality will reimburse County for actual cost of materials.

2010 – 2011 MOWING COST: \$45.00 / mile. A mile will be considered one (1) pass with a width of 4 to 15 feet as permitted by the terrain.

2010 – 2011 BOOM AXE COST: \$65.00 per equipment hour.