

PENDING APPROVAL 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: Mike Sullivan _____

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

NAME OF FUNDS: _____

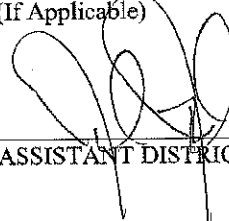
FUND NUMBERS: _____

REVIEWED FOR PRIVACY-PROTECTED INFORMATION: YES N/A

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

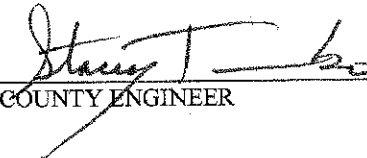
AGENDA ITEM READS AS FOLLOWS: Discussion and possible action for the approval of the Mutual Cooperation Agreement between the City of Oklahoma City and Oklahoma County pursuant to Title 69, O.S. § 1903 (B) to reconstruct, improve, repair, and maintain certain city streets in the City of Oklahoma City. 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)


4/21/2010

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

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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 mutual cooperation agreement for the upcoming fiscal year between the City of Oklahoma City and Oklahoma County.

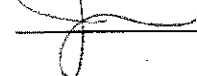
ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's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


COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 4-7-10

REPLY BY DISTRICT ATTORNEY: Reviewed

DAVID W. PRATER
DISTRICT ATTORNEY

By: 

RECEIVED

APR 07 2010

CIVIL DIVISION
DISTRICT ATTORNEY

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MUTUAL COOPERATION AGREEMENT

OKLAHOMA COUNTY & CITY OF OKLAHOMA CITY

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 OKLAHOMA CITY**, 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. 046-08 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 may perform work and maintain certain roadways within the incorporated limits of the Municipality.
2. The Municipality's governing body must submit written requests to the County for particularly described streets or portions of streets for which the Municipality needs assistance in reconstruction, improvement, repair and maintenance. Said requests shall adequately describe

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street location and type of assistance needed from the County and for what anticipated period of time. If the County approves the Municipality's request for assistance, said request shall be performed pursuant to the authority of this Agreement.

3. The Municipality may, under separate agreement, furnish to the County the funds to pay the Municipality's share of the costs of labor, engineering, equipment, and material.

4. 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.

5. 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; however both parties agree that during the course of any road construction performed by the County, the County shall be responsible for the jobsite, including properly barricading and traffic control where necessary.

6. Municipality hereby represents and warrants to County that the Municipality owns, leases, or holds beneficial easements on any and all real property involved in the work to be performed by County.

7. Notwithstanding anything to the contrary herein, the Municipality acknowledges that the County's performance of work under this agreement is subject to the County's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of County.

8. This Agreement shall commence on July 1, 2010 and continue through June 30, 2011.

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

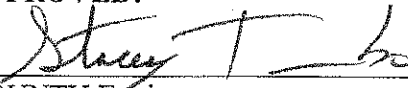
ATTEST:

By _____
Vice-Chairman

COUNTY Clerk

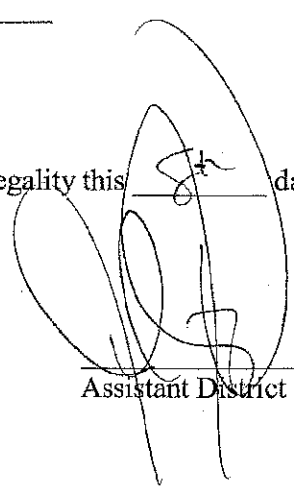
By _____
Member

APPROVED:



COUNTY Engineer

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



Assistant District Attorney

PENDING APPROVAL

MUTUAL COOPERATION AGREEMENT

OKLAHOMA COUNTY & CITY OF OKLAHOMA CITY

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 OKLAHOMA CITY**, 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. 046-08 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 may perform work and maintain certain roadways within the incorporated limits of the Municipality.
2. The Municipality's governing body must submit written requests to the County for particularly described streets or portions of streets for which the Municipality needs assistance in reconstruction, improvement, repair and maintenance. Said requests shall adequately describe street location and type of assistance needed from the County and for what anticipated period of time. If the County approves the Municipality's request for assistance, said request shall be performed pursuant to the authority of this Agreement.

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3. The Municipality may, under separate agreement, furnish to the County the funds to pay the Municipality's share of the costs of labor, engineering, equipment, and material.

4. 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.

5. ~~No Change to Existing Duties.~~

A. ~~The parties understand and agree that this Agreement in no way relieves or changes the Municipality of the Municipality's duty, if any, to maintain its streets in a reasonably safe condition for travel by the public; however both parties agree that during the course of any road construction performed by the County, the County shall be responsible for the jobsite, including properly barricading and traffic control where necessary.~~

B. ~~The parties understand and agree that this Agreement in no way relieves or changes the County of the County's duty, if any, to maintain its streets in a reasonably safe condition for travel by the public; however both parties agree that during the course of any road construction performed by the Municipality, the Municipality shall be responsible for the jobsite, including properly barricading and traffic control where necessary.~~

6. Municipality hereby represents and warrants to County that the Municipality owns, leases, or holds beneficial easements on any and all real property involved in the worksite and for the work to be performed by County.

7. Notwithstanding anything to the contrary herein, the Municipality acknowledges that the County's performance of work under this agreement is subject to the County's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of County.

8. This Agreement shall commence on July 1, 2010 and continue through June 30, 2011.

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

APPROVED by the MUNICIPALITY this _____ day of _____, 2010.

ATTEST:

City Clerk

By _____
Mayor

REVIEWED as to form and legality.

Assistant City Attorney

PENDING APPROVAL

COUNTY

2010. **APPROVED** by the COUNTY this _____ day of _____,

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

By _____
Chairman

ATTEST:

By _____
Vice-Chairman

COUNTY Clerk

By _____
Member

APPROVED:

COUNTY Engineer

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



Assistant District Attorney