

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE June 16, 2010 AGENDA

DEPARTMENT: Commissioner District No. 3, Ray Vaughn

REQUESTED BY: Gerald L. Wright

REQUISITION NO.: \_\_\_\_\_ REQUISITION SHEET ATTACHED: \_\_\_\_\_ YES \_\_\_\_\_ N/A

NAME OF FUNDS: \_\_\_\_\_

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

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? \_\_\_\_\_ YES \_\_\_\_\_ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: **1**

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action for approval of Agreement with The City of Edmond for reconstruction of Coffee Creek Road between Sooner Road and Coltrane Road. Upon completion of the work, Edmond will reimburse Oklahoma County the costs for all contractors and materials used in completing this project and the Lump Sum of \$16,835 for clearing the R-O-W. The not to exceed \$354,000 is based on the current County "Highway Materials-Construction" contract, but the not to exceed cost will be adjusted to reflect costs for the contract during the period in which the work is completed. Upon completion of the work Edmond will reimburse Oklahoma County the costs for all contractors and/or materials used in completing this project. This agreement will remain in effect until the work is completed.

APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

  
\_\_\_\_\_  
ASSISTANT DISTRICT ATTORNEY

\_\_\_\_\_  
COUNTY ENGINEER

\_\_\_\_\_  
PURCHASING AGENT

**Please initial that document has been reviewed for privacy-protected or security information**

DISTRICT ATTORNEY: \_\_\_\_\_ YES \_\_\_\_\_ N/A

COUNTY CLERK: \_\_\_\_\_ YES \_\_\_\_\_ N/A

Indicate any privacy-protected information that exists \_\_\_\_\_

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

DATE OF REQUEST: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

CHAIRMAN

# PENDING APPROVAL

## 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:** 6/2/10  
**COUNTY DEPARTMENT MAKING REQUEST:** Highway District #3

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: **Please review and determine if this "Agreement" is legal to perform the requested project.**

*Request a legal opinion for the Agreement between the City of Edmond and The Board of County Commissioners, Oklahoma County for reconstruction of Coffee Creek Road between Sooner Road and Coltrane Road. Upon completion of the work, Edmond will reimburse Oklahoma County the costs for all contractors and materials used in completing this project and the Lump Sum of \$16,835 for clearing the R-O-W. The not to exceed \$354,000 is based on the current County "Highway Materials-Construction" contract, but the not to exceed cost will be adjusted to reflect costs for the contract during the period in which the work is completed. Payment will be made upon completion and proper invoicing. If you have questions or comments, please contact Gerald Wright at 713-2180. Note: The attached agreement has not been reviewed by the City of Edmond and an additional opinion will be required if their review results in changes.*

**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 ASSISTANT DISTRICT ATTORNEY:** 6/9/10

**REPLY BY ASSISTANT DISTRICT ATTORNEY:** Reviewed  
*(Signature)*  
\_\_\_\_\_  
DISTRICT ATTORNEY

RECEIVED  
JUN 09 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

00 th d b y n n 0102  
By: *(Signature)*  
Assistant District Attorney, John Jacobsen

# PENDING APPROVAL

## AGREEMENT

BETWEEN

**THE CITY OF EDMOND**

AND

**THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

This Agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between The City of Edmond, hereinafter referred to as the City and The Board of County Commissioners of Oklahoma County, hereinafter referred to as the County.

**WHEREAS**, a segment of Coffee Creek Road (220<sup>th</sup> Street), a section line road within the City, is in urgent need of reconstruction between Sooner Road and Coltrane Road to correct failing pavement and subgrade conditions; and

**WHEREAS**, The City desires to retain the use of the County's equipment and personnel to correct these conditions on Coffee Creek Road; and

**WHEREAS**, The County has historically assisted the City with maintenance, repair and reconstruction of city roads; and

**WHEREAS**, it is in the mutual interest of the City and the County to share in the improvements to this segment of Coffee Creek Road; and

**WHEREAS**, such contract is authorized and provided for by the provisions in Oklahoma Statutes, Title 69, § 603 and § 1903(B).

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

The County shall:

1. Furnish supervision, labor, equipment, surveys, materials, traffic control, and subcontractors as required to complete the work.
2. Reconstruct this segment of Coffee Creek Road between Sooner Road and Coltrane Road (not to include the intersections on either end) to as near as possible the existing lines and grades.
  - a. Replace existing culverts where needed.
  - b. Remove and replace encroaching fences along the south side of the road.
  - c. Clear and dispose of all trees and brush from the south side of the R-O-W for the Lump Sum of \$16,835.
  - d. Grind the existing pavement into the subgrade, add stabilization, and compact the subgrade.
  - e. Repave the roadway with 3" of "A" mix base course and 2" of "B" mix surface course asphalt concrete.
  - f. Reapply pavement markings.
  - g. Place a strip of sod (max 42" wide) along the edges of the new pavement.

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The City shall:

1. Reimburse the County for all material and subcontractor costs incurred in reconstruction of this segment of Coffee Creek Road and the Lump Sum cost for R-O-W clearing.
2. Upon completion of the project and upon proper invoicing by the County, the City shall make payment within 15 days. In no case will the cost to complete this project exceed \$354,000, provided, the work is completed within the duration of the current County "Highway Materials – Construction" contract (ending December 31, 2010). The not to exceed cost will be adjusted to reflect increases and decreases in costs for the period of the "Highway Materials – Construction" contract in which this project is completed.
3. The parties agree that upon completion of said project and opening of the same to traffic, the City shall be responsible for all needed maintenance and repairs to keep the project in good and safe condition for the use and benefit of the traveling public. Neither party shall be liable for the acts or omissions of the other or for failure to inspect or supervise the performance of the other.

This Agreement shall commence on the date by which this Agreement is executed by both parties and will continue through completion of the project. Either party may sooner terminate this Agreement by prior written notice to the other party.

Each entity shall be liable for its own acts of negligence.

APPROVED by the MAYOR and CITY COUNCIL of the CITY OF EDMOND

this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

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

\_\_\_\_\_  
Municipal Counselor

# PENDING APPROVAL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

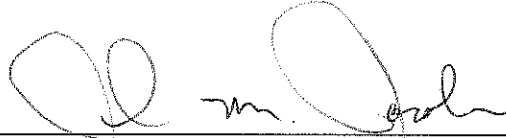
BOARD OF COUNTY COMMISSIONER  
OKLAHOMA COUNTY

\_\_\_\_\_  
Ray Vaughn, Chairman

\_\_\_\_\_  
Willa Johnson, Vice Chairman

\_\_\_\_\_  
Brian Maughan, Member

APPROVED as to form and legality this 9 day of June, 2010.

  
\_\_\_\_\_  
John Jacobsen, Assistant District Attorney

ATTEST:

\_\_\_\_\_  
Carolynn Caudill, County Clerk

APPROVED

\_\_\_\_\_  
Stacey Trumbo, PE, County Engineer