

PENDING APPROVAL

REQUISITION SHEET MUST BE ATTACHED
(Applies when agenda item requires a specific payment)

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

For Monday, June 16, 2010 Agenda
(Day of Meeting) (Date and Year of Meeting)

DEPT.: **District 2**
(Department requesting this item)

BY: Michael Taylor
(Contact person for this Item)

EXT. 2289
(Contact's extension)

NAME OF FUND: _____

AGENDA ITEM DESCRIPTION: For discussion and possible action to approve a MUTUAL COOPERATION AGREEMENT entered into between the WESTERN HEIGHTS PUBLIC SCHOOL, INDEPENDENT SCHOOL DISTRICT NO. I-041 OF OKLAHOMA COUNTY, and the BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, a political subdivision organized and existing under the laws of the State of Oklahoma.

(Document Received)

(ALL NECESSARY DOCUMENTATION MUST BE ATTACHED FOR APPROVAL)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY D.A.
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

County Engineer



Assistant District Attorney

Purchasing Agent

NOTE: A COMMISSIONER MUST APPROVE ALL EMERGENCY REQUESTS
FOR ANY ITEM SUBMITTED AFTER THE DEADLINE
(THE DEADLINE IS 9:00AM ONE WEEK PRIOR TO THE DATE THAT THE AGENDA IS TO BE POSTED)

DATE OF REQUEST:

BY: _____
(Person Submitting or Requesting Emergency Request)

DATE OF APPROVAL:

APPROVED BY:

COUNTY COMMISSIONER

Number of ORIGINAL DOCUMENTS you have attached: 1. NOTE: The County Clerk will keep one original and will return the remaining originals to you. If you provide only one original, the Board Secretaries will return one photocopy to you. However, if you have special circumstances that require the County Clerk to (check one): ___ keep more than one original; or ___ return all originals to you, please describe them for the County Clerk's consideration: _____

Special Instructions: _____

PENDING APPROVAL

MUTUAL COOPERATION AGREEMENT

WESTERN HEIGHTS PUBLIC SCHOOLS,
INDEPENDENT SCHOOL DISTRICT NO I-041
OF OKLAHOMA COUNTY, OKLAHOMA

&

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into between the WESTERN HIEGHTS PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT NO. I-041 OF OKLAHOMA COUNTY, OKLAHOMA (the "School District") 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 District wishes to call upon the County from time to time to use the County's equipment, labor and supplies to assist the School District with parking areas, playgrounds, athletic fields, access roads, drainage areas, and other areas within the exclusive control or ownership of the School District that require reconstruction, improvement, repair or maintenance; and

WHEREAS, the School District and the County wish to enter into an agreement providing for the County's assistance to the School District to the extent permitted by law, including, but not limited to, Title 19, Oklahoma Statutes, Sections 321, *et seq.*

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 District's exclusive control or ownership, subject to the terms of this Agreement.
2. **School District's Written Requests.** The School District must submit written requests to the County for particularly described property and work for which the School District needs assistance in reconstruction, improvement, repair or maintenance. Said requests shall adequately describe the location and type of assistance needed from the County. If the County approves the School District's request for assistance, said request shall be performed pursuant to the authority of this Agreement.

PENDING APPROVAL

3. **School District's Duty.** The parties understand and agree that this Agreement in no way relieves the School District of the School District's primary duty to maintain the School District's property and school grounds for the safety and welfare of the public.

4. **Reimbursement.** The School District may furnish to the County the funds to pay the School District's share of the costs of labor, engineering, equipment, or materials, subject to the provisions of Title 19, Oklahoma Statutes, Section 339 (16).

5. **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.

6. **No Agency.** All persons acting for the County or the School District 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.

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

8. **Ownership of Property.** The County and the School District expressly agree that neither party will acquire any right, claim or title to any real or personal property owned or used by the other party in the performance of this Agreement.

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

10. **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 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.

11. **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.

12. **Term of Agreement.** This Agreement shall commence on July 1, 2010 and continue through June 30, 2011. Either party may sooner terminate this Agreement by prior written notice to the other party.

PENDING APPROVAL

APPROVED AND ADOPTED by WESTERN HIEGHTS PUBLIC SCHOOLS,
INDEPENDENT SCHOOL DISTRICT NO. I-041 OF OKLAHOMA COUNTY,
OKLAHOMA this 10th day of May 2010.

WESTERN HIEGHTS PUBLIC SCHOOLS,
INDEPENDENT SCHOOL DISTRICT
NO. I-041 OF OKLAHOMA COUNTY,
OKLAHOMA

By Jann Ravenport
Board President

By Joe Tutkows
Superintendent

ATTEST:

Stibi Parker
Board Clerk

PENDING APPROVAL

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

BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY

Chairman

Member

ATTEST:

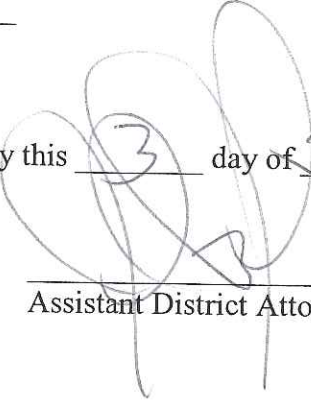
Member

County Clerk, Oklahoma County

APPROVED:

Oklahoma County Engineer

APPROVED as to form and legality this 3 day of June, 2010.



Assistant District Attorney