

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE June 30, 2010 Meeting 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 X _____ N/A

NAME OF FUNDS: Highway Cash – District One _____

FUND NUMBERS: _____ / _____ / _____

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

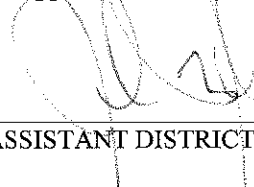
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2 _____

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve a Mutual Cooperation Agreement between Crutcho Public Schools and Oklahoma County pursuant to Title 19 O.S. § 339(16) and Title 19 O.S. § 359; providing for construction of a parking lot on property within the exclusive control or ownership of the School. Total Project Cost the project is not to exceed Twenty Five Thousand Four Hundred Thirty Nine Dollars and Seventy Seven Cents (\$25,439.77). School agrees to reimburse County Ten Thousand Four Hundred Sixty Four Dollars and Ninety Nine (\$10,464.99) for labor, equipment, and materials. Oklahoma County District One will reimburse Highway Cash from District One General Fund appropriations in the amount not to exceed Fourteen Thousand Nine Hundred Seventy Four Dollars and Seventy Eight Cents (\$14,974.78) 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)


4/22/2010

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

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

REVIEWED BY COUNTY CLERK FOR PRIVACY-PROTECTED INFORMATION:  _____ YES X _____ 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: 6/22/10
COUNTY DEPARTMENT MAKING REQUEST: District One *JWR*
Review of Alameda request w/ Alameda public schools
to construct a parking lot. This item will
be in 6-30-10 request

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).

JWR
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/22/10

REPLY BY DISTRICT ATTORNEY: Reviewed

DAVID W. PRATER
DISTRICT ATTORNEY

By: *JWR*

RECEIVED
JUN 22 2010
CIVIL DIVISION
DISTRICT ATTORNEY

PENDING APPROVAL

MUTUAL COOPERATION AGREEMENT

CRUTCHO PUBLIC SCHOOLS & BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into between the **CRUTCHO PUBLIC SCHOOLS** (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 to use the County's equipment, labor and supplies to assist the School with a temporary gravel parking lot located on property within the exclusive control or ownership of the School; 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, Section 359; and

WHEREAS, Oklahoma County Highway Cash will be made 100% whole with the school providing reimbursement for the materials for the project and District 1 General Funds reimbursing Highway Cash for the cost of labor & equipment.

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. **School's Written Requests.** The School must submit written requests to the County for particularly described property and work for which the School 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 request for assistance, said request shall be performed pursuant to the authority of this Agreement. For purposes of this Mutual Cooperation Agreement, Attachments "A" (School's Request), and "B" (Scope of Work – Building Pad and Parking Lot) shall set forth the written request required under this Agreement.
3. **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 Attachments "B";

PENDING APPROVAL

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;
- b. The School -
 1. Ingress and egress for County personnel and equipment to perform the work requested as set forth in Attachment "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:
 - a. Construction of a parking lot located on property within the exclusive control or ownership of the School.
 1. County agrees to incur an amount not to exceed Twenty Five Thousand, Four Hundred Thirty Nine Dollars and Seventy Seven Cents (\$25,439.77) for labor, equipment, and materials as set forth in Attachment "B" hereto.
 2. School agrees to reimburse the county in the amount of Ten Thousand Four Hundred Sixty Four Dollars and Ninety Nine Cents (\$10,464.99) for materials, equipment, and labor associated with the projects.

5. **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

Crutch Public Schools:

Ms. Teresa McAfee, Superintendent
2401 North Air Depot Blvd.
OKC, OK 73141
Phone: (405) 427-3771

6. **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.

PENDING APPROVAL

7. **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.
8. **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.
9. **Third Party Beneficiaries.** The parties do not intend to create any rights in any third parties by entering into this Agreement.
10. **Ownership of Property.** The County and the School 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.
11. **Amendment; Assignment.** This Agreement may not be amended or assigned by either party without the prior express written agreement of both parties.
12. **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.
13. **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.
14. **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 CRUTCHO PUBLIC SCHOOLS,
this ____ day of _____, 2010.

**CRUTCHO PUBLIC SCHOOLS
OKLAHOMA COUNTY, OKLAHOMA**

By _____
Superintendent

ATTEST:

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**

By: _____
Chairman

By: _____
Member

By: _____
Member

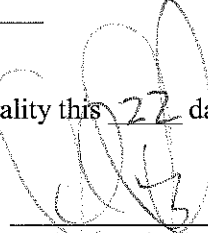
ATTEST:

County Clerk, Oklahoma County

APPROVED:

Oklahoma County Engineer

APPROVED as to form and legality this 22 day of June, 2010.



Assistant District Attorney

Crutcho Public School

2401 N. Air Depot

Oklahoma City, OK 73141

Phone 427-3771 Fax 427-3816

Teresa McAfee, Superintendent

Robert Killian, Principal

June 22, 2010

Oklahoma County Board of Commissioners

Commissioner Willa Johnson

7321 Northeast 23rd Street

Oklahoma City, OK 73150

Dear Commissioner Johnson:

Crutcho School would like to request assistance for parking lot expansion at our facility. Any assistance available will be greatly appreciated.

Sincerely,

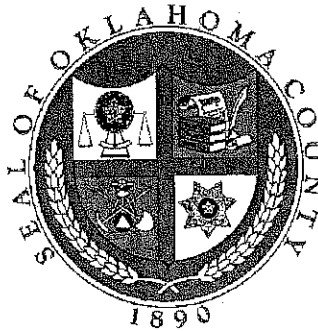


Teresa McAfee

Superintendent

Crutcho Public School

PENDING APPROVAL



Hon. Commissioner Willa Johnson
Oklahoma County District One

Estimated Scope of Work

April 14, 2010

Work to be done for Crutch Public Schools

Name of Project: Proposed Parking Lot

Location: 2401 N. Air Depot

Descriptions: The proposed Parking Lot is located in the east side of the school building. The scope of work includes subbase modification with fly ash. Asphalt will be the final pavement 2.5" Type "A" 1.5" Type "B". Finally paint stripe installation.

Total Area = 84 x 84 = 784 SY

| Item # | Description | Qty | Unit | Price | Material | Labor- Dist.1 | Eqipt.Dist.1 |
|--------|------------------------|-----|-------|----------|----------|---------------|--------------|
| 1 | Safety Signs | 1 | LS | 500.00 | 0.00 | 125.00 | 375.00 |
| 2 | Mobilization | 1 | LS | 1,500.00 | 0.00 | 375.00 | 1,125.00 |
| 3 | Engineering Survey | 1 | LS | 500.00 | 0.00 | 375.00 | 125.00 |
| 4 | Clearing & Grubbing | | | | | | |
| | a. Grader | 8 | Hrs | 42.70 | 0.00 | 0.00 | 341.60 |
| | b. Operator | 8 | Hrs | 21.62 | 0.00 | 172.96 | 0.00 |
| | c. Loader | 8 | Hrs | 37.00 | 0.00 | 0.00 | 296.00 |
| | d. Operator | 8 | Hrs | 21.62 | 0.00 | 172.96 | 0.00 |
| | e. Dump Truck - 2 | 16 | Hrs | 39.90 | 0.00 | 0.00 | 638.40 |
| | f. Driver - 2 | 16 | Hrs | 18.96 | 0.00 | 303.36 | 0.00 |
| 5 | Silt Fence (3' x 100') | 2 | Rolls | 22.94 | 45.88 | 0.00 | 0.00 |
| 6 | Subgrade Modification | 784 | SY | | | | |
| | a. Reclaimer | 8 | Hrs | 74.50 | 0.00 | 0.00 | 596.00 |
| | b. Operator | 8 | Hrs | 21.62 | 0.00 | 172.96 | 0.00 |
| | c. Sheepsfoot | 8 | Hrs | 38.50 | 0.00 | 0.00 | 308.00 |
| | d. Operator | 8 | Hrs | 21.62 | 0.00 | 172.96 | 0.00 |
| | e. Grader | 8 | Hrs | 42.70 | 0.00 | 0.00 | 341.60 |
| | f. Operator | 8 | Hrs | 21.62 | 0.00 | 172.96 | 0.00 |
| | g. Pneumatic Roller | 8 | Hrs | 35.00 | 0.00 | 0.00 | 280.00 |
| | h. Operator | 8 | Hrs | 21.62 | 0.00 | 172.96 | 0.00 |
| | i. Steel Roller | 8 | Hrs | 35.00 | 0.00 | 0.00 | 280.00 |
| | j. Operator | 8 | Hrs | 21.62 | 0.00 | 172.96 | 0.00 |
| | k. Water Truck | 8 | Hrs | 65.00 | 0.00 | 0.00 | 520.00 |
| | l. Driver | 8 | Hrs | 18.96 | 0.00 | 151.68 | 0.00 |

PENDING APPROVAL

| | | | | | | | |
|----|------------------------------|-----|-----|-------|-------------|------------|-------------|
| | m. Cost of Fly Ash | 25 | T | 44.51 | 1,112.75 | 0.00 | 0.00 |
| 7 | Type "A" Asph. 2.5" ® | 129 | T | 37.00 | 4,773.00 | 0.00 | 0.00 |
| 8 | Type "B" Asph. 1.5" (V) | 78 | T | 43.00 | 3,354.00 | 0.00 | 0.00 |
| 9 | Laying Asphalt(Dist. #1 Crew | | | | | | |
| | 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 | 38.50 | 0.00 | 0.00 | 616.00 |
| | d. Dump Truck - 5 | 48 | Hrs | 39.90 | 0.00 | 0.00 | 1,915.20 |
| | e. Driver - 5 | 48 | Hrs | 18.96 | 0.00 | 910.08 | 0.00 |
| | f. Steel Roller | 8 | Hrs | 35.00 | 0.00 | 0.00 | 280.00 |
| | g. Operator | 8 | Hrs | 21.62 | 0.00 | 0.00 | 172.96 |
| | h. Ground Crew | 8 | Hrs | 21.62 | 0.00 | 172.96 | 0.00 |
| | i. Ground Crew | 8 | Hrs | 21.62 | 0.00 | 172.96 | 0.00 |
| | j. Utility Crew | 8 | Hrs | 21.62 | 0.00 | 172.96 | 0.00 |
| 10 | Stripe with (Paint) | 600 | LF | 0.38 | 228.00 | 0.00 | 0.00 |
| | S/Totals | | | | 9,513.63 | 4,315.64 | 9,297.80 |
| | 10% Cont. | | | | 951.36 | 431.56 | 929.78 |
| | Totals | | | | \$10,464.99 | \$4,747.20 | \$10,227.58 |
| | Grand Total | | | | \$25,439.77 | | |

Estimated duration of work = 10 working days.

Target date of completion depends upon the work start.

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

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

Prepared by:

Calixto B. Deligero
Manager - Eng'g. & Special Projects