

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: _____ District 3 _____ REQUESTED BY: _____ Ray Vaughn _____

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

NAME OF FUNDS: _____

FUND NUMBERS: _____ / _____ / _____

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? _____ YES _____ X _____ 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: _____ 2 _____

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve the Mutual Agreement between Oklahoma County and the Edmond Independent School District No. I-12 to assist the Edmond Schools as may be requested by the Edmond Schools with reconstruction, improvement, repair or maintenance of property owned or controlled by the school district.

This agreement shall commence on July 1, 2010 and continue through June 30, 2011. This item has been approved as to form and Legality by Assistant District Attorney John M. Jacobsen and is requested by Commissioner Ray Vaughn. No requisition is required.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

 6/16/2010

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

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

DISTRICT ATTORNEY: _____ YES _____ x _____ N/A

COUNTY CLERK: Re YES _____ x _____ 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

539

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 6/15/10

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: Mutual agreement between the Edmond Independent School District No. 1-12 and the Board of County Commissioners enabling Oklahoma County, at the request of the Edmond Public Schools, to use county owned equipment, labor and supplies on property owned or controlled by the Edmond Public Schools within the extent provided by law. This agreement begins July 1, 2010 and ends June 30, 2011. If any question, please contact Cheryl Lenochan at Ext. 2181. Upon approval return documents to Cheryl at District #3. No requisition required. Copy of 09-10 agreement attached.

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: 6/16/10

REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED OR FILED
2010 JUN 16 P 1:57
CLERK OF DISTRICT ATTORNEY
OKLAHOMA COUNTY

RECEIVED
JUN 16 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID W. PRATER
DISTRICT ATTORNEY

By: _____

PENDING APPROVAL

MUTUAL COOPERATION AGREEMENT

**EDMOND PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. I-12
OF OKLAHOMA COUNTY, OKLAHOMA
&
BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

THIS MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into between the **EDMOND PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT NO. I-12 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.

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3. **Notice Addresses.** The School District and the County will use the following notice addresses for correspondence and requests contemplated by this Agreement:

Oklahoma County:

Oklahoma County Highway District #3

11500 North Hudson

Oklahoma City, Oklahoma 73114

Telephone: (405) 713-2180

Fax: (405) 749-1501

School District:

Dr. David Goin, Superintendent

1001 W. Danforth Road

Edmond, OK 73003

Telephone: (405) 340-2800

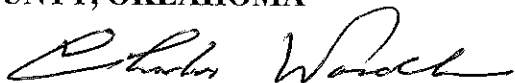
4. **School District's Duty.** The parties understand and agree that this Agreement in no way relieves the School District of its primary duty to maintain the School District's property and school grounds for the safety and welfare of the public.
5. **Reimbursement.** The School District may furnish 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).
6. **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.
7. **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.
8. **Third Party Beneficiaries.** The parties do not intend to create any rights in any third parties by entering into this Agreement.


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9. **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.
10. **Amendment; Assignment.** This Agreement may not be amended or assigned by either party without the prior express written agreement of both parties.
11. **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.
12. **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.
13. **Term of Agreement.** This Agreement shall commence on July 1, 2010 and will continue through June 30, 2011. Either party may sooner terminate this Agreement by prior written notice to the other party.

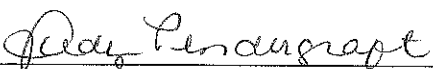
APPROVED AND ADOPTED by **EDMOND PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT NO. I-12 OF OKLAHOMA COUNTY, OKLAHOMA** this 7th day of June, 2010.

**EDMOND PUBLIC SCHOOLS
INDEPENDENT SCHOOL
DISTRICT NO. I-12 OF OKLAHOMA
COUNTY, OKLAHOMA**

By 
President

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

ATTEST:

County Clerk, Oklahoma County

By _____
Member

APPROVED:

Oklahoma County Engineer

APPROVED as to form and legality this 10 day of June, 2010.



Assistant District Attorney