

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE \_\_\_\_\_ July 7, 2010 \_\_\_\_\_ AGENDA

DEPARTMENT: DISTRICT 2 \_\_\_\_\_ REQUESTED BY: \_\_\_\_\_ M. Taylor \_\_\_\_\_

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

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

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

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

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

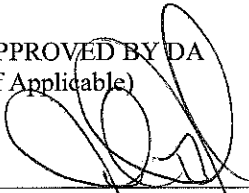
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: \_\_\_\_\_ 2 \_\_\_\_\_

AGENDA ITEM READS AS FOLLOWS:

Discussion and possible action regarding MUTUAL COOPERATION AGREEMENT between OKLAHOMA CITY COMMUNITY COLLEGE and OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
\_\_\_\_\_

APPROVED BY DA  
(If Applicable)

 6/28/2010

ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER  
(If Applicable)

COUNTY ENGINEER

APPROVED BY PURCHASING  
(If Applicable)

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

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## MUTUAL COOPERATION AGREEMENT

OKLAHOMA CITY COMMUNITY COLLEGE  
OF OKLAHOMA COUNTY, OKLAHOMA  
&  
BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into between the **OKLAHOMA CITY COMMUNITY COLLEGE OF OKLAHOMA COUNTY, OKLAHOMA** (the "College") 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 2 year public schools, and to be reimbursed for expenses upon the development and agreement of a work order;

WHEREAS, the College wishes to call upon the County from time to time to use the County's equipment, labor and supplies to assist the College with parking areas, athletic fields, access roads, drainage areas, and other areas within the exclusive control or ownership of the College that require reconstruction, improvement, repair or maintenance; and

WHEREAS, the College and the County wish to enter into an agreement providing for the County's assistance to the College 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 College's exclusive control or ownership, subject to the terms of this Agreement.
2. **College's Written Requests.** The College must submit written requests to the County for particularly described property and work for which the College 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 College's request for assistance, said request shall be performed pursuant to the authority of this Agreement.

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3. **College's Duty.** The parties understand and agree that this Agreement in no way relieves the College of the College's primary duty to maintain the College's property and school grounds for the safety and welfare of the public.
4. **Reimbursement.** The College may furnish to the County the funds to pay the College'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 College 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 College 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.

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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.

APPROVED AND ADOPTED by **OKLAHOMA CITY COMMUNITY COLLEGE OF OKLAHOMA COUNTY, OKLAHOMA** this 21 day of June 2010.

**OKLAHOMA CITY COMMUNITY  
COLLEGE OF OKLAHOMA COUNTY,  
OKLAHOMA**

By



Chair, Board of  
Regents

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**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

ATTEST:

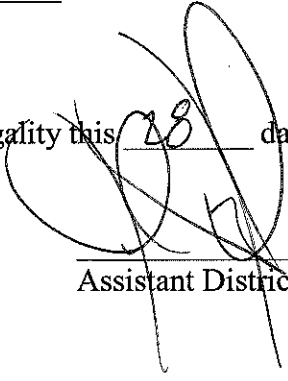
\_\_\_\_\_  
Member

\_\_\_\_\_  
County Clerk, Oklahoma County

APPROVED:

\_\_\_\_\_  
Oklahoma County Engineer

APPROVED as to form and legality this 28 day of Jul, 2010.

  
\_\_\_\_\_  
Assistant District Attorney