

**AGREEMENT FOR SPECIFIC ASSISTANCE BETWEEN**  
**THE CITY OF MIDWEST CITY**  
**AND**  
**THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

This Agreement is entered into this \_\_\_\_ day of May, 2026, by and between the City of Midwest City, hereinafter referred to as "Municipality" and the Board of County Commissioners of Oklahoma County, hereinafter referred to as the "County", and is to be considered an addendum to the original General Mutual Cooperation Agreement made between the same parties. The terms and conditions of the General Mutual Cooperation Agreement for the current fiscal year entered into between the parties is incorporated by reference herein and made a part of this specific agreement.

**RECITALS**

**WHEREAS**, a portion of a roadway and railroad crossing located on Sooner Road South of Northeast 23<sup>rd</sup> Street, ("Sooner Road Railroad Crossing"), within the municipal boundaries of the City of Midwest City, is in need of reconstruction, repair, and/or improvement; and

**WHEREAS**, the project consists of improvements to the Sooner Road Railroad Crossing as more particularly described in "Attachment A" titled "Sooner Road Railroad Crossing Plan and Profile," provided by the municipality; and

**WHEREAS**, the parties have previously entered into a General Mutual Cooperation Agreement allowing for the County to assist the Municipality in reconstruction, repair, improvement, and/or maintenance of their roads which covers the fiscal year beginning July 1, 2025, and ending June 30, 2026; and

**WHEREAS**, it is in the mutual interest and benefit of the Municipality and the County to share in making this reconstruction, repair, and/or improvement to the aforementioned segment of road(s); and

**WHEREAS**, the Municipality desires to retain the use of the County's equipment, materials, personnel and subcontractors to reconstruct, repair or improve that portion of the aforementioned segment of road; and

**WHEREAS**, the County agrees to provide the equipment, materials, personnel and subcontractors for the project at an amount not to exceed the estimated cost of One Hundred Thirty-Three Thousand Four Hundred Thirty-Two Dollars and Sixty-Nine Cents (\$133,432.69) without further written agreement; and

**WHEREAS**, the Municipality agrees to reimburse the County for 100% of the actual costs of materials; and

**WHEREAS**, this agreement is authorized and provided for by Oklahoma Statutes, specifically by 69 O.S. § 603 and 11 O.S. §36-113; and,

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

**TERMS AND CONDITIONS OF AGREEMENT:**

1. **PURPOSE OF AGREEMENT:** This agreement is a part of and an addendum to the original Mutual Cooperation Agreement entered into between the parties on the 1st day of July 2023. The Purpose of this agreement is to permit the County to assist the Municipality with road improvement, repair, or maintenance on property within the Municipality, such road being more specifically described as: Sooner Road.
2. **DESCRIPTION OF SERVICE:**
  - A. **COUNTY SHALL:**
    - i. Administer the agreement.
    - ii. Agree to incur the costs for labor, equipment, surveys, materials, traffic control, and Subcontractors as necessary to complete the work/project in an amount not to exceed One Hundred Thirty-Three Thousand Four Hundred Thirty-Two Dollars and Sixty-Nine Cents (\$133,432.69) without further written agreement, as outlined in the attached project estimates. (See attachment "B").
    - iii. Provide joint oversight and inspection of the project.
  - B. **MUNICIPALITY SHALL:**
    - i. Upon completion of the project and receipt of invoicing from the County, Municipality shall reimburse the County for material in an amount not to exceed One Hundred Sixteen Thousand Five Hundred Sixty-Four Dollars and Thirty-Nine Cents (\$116,564.39) without further written agreement, as outlined in the attached project estimates.
    - ii. Provide for joint inspection and oversight of project.
3. **AUTHORIZED ADMINISTRATOR(S):** For purposes of administering this agreement, the Chief Deputy of County's District No. 1, and the Municipality's Mayor shall be responsible for administering this agreement. Also, it is expressly understood that County shall have no right, claim or title to any real or personal property used in this project, other than that already owned by County.
4. **RIGHTS OF WAY:** Municipality represents and warrants to County that Municipality owns, leases, or holds beneficial easements on any and all real property involved in the project and work to be performed by County. In the event that any person or entity attempts to hold County liable for work done on the property subject to this specific agreement, the Municipality agrees to defend and indemnify County against any loss related to such defense, including attorney fees and costs.
5. **COMMENCEMENT OF AGREEMENT:** This agreement shall commence on the date on which the Agreement is executed in writing by all parties and will continue through the

completion of the project, or until the end of the current fiscal year. The parties agree that they remain bound by the terms of the original General Mutual Cooperation Agreement executed on the 1st day of July 2023.

6. **COMMENCEMENT OF PROJECT:** The project shall commence after the agreement has been fully executed and based on the availability of the County's equipment, materials, personnel, etc.
7. **FISCAL YEAR LIMITATION:** The parties agree and understand that in the event that the project outlined in this Agreement is not completed during the fiscal year in which it was executed, Municipality must submit payment for any work completed during the fiscal year, and if funds or materials are required to be encumbered for the succeeding fiscal year in order to complete the project, that the parties are must enter into another written Agreement.
8. **INDEMNIFICATION:** Other than the defend and indemnify provisions outlined in paragraph # 4 "Rights of Way", the parties further agree and covenant that in exchange for the considerations set out herein that each party shall only be liable for their own negligence, acts or omissions, or the negligence, acts or omissions of their respective employees, nor shall any party be required to indemnify another party for the same. The parties understand and agree that this Agreement in no way relieves the Municipality of their primary statutory duties to maintain said street(s) in a reasonably safe condition for travel by the public, including for the duration of the above described project agreement.
9. **REVISIONS AND AMENDMENTS:** The parties agree that the terms of this Agreement may not be revised or amended in any form or fashion without obtaining a fully executed written revision or written amendment from the parties.
10. **ASSIGNMENT:** The rights and duties under this agreement are not assignable except upon prior written consent of the parties hereto.
11. **THIRD PARTY BENEFICIARIES:** No third party beneficiaries are created by this agreement and that is the express intent of the parties hereto.
12. **COMPLETE AGREEMENT:** The parties acknowledge and agree that this Agreement sets out the complete and total agreement between the parties.
13. **VENUE:** In the event of litigation regarding any aspect of this Agreement, the parties agree that venue shall lie in the District Court of Oklahoma County.
14. **CAPTIONS:** The captions, titled, and headings contained herein are for convenience only and shall not control the interpretation of any provision.
15. **INTERPRETATION:** Any word used herein in the singular shall also include the plural, and vice versa, except where a contrary intention plainly appears. The masculine shall also include the feminine and vice versa.
16. **PRESERVATION OF RIGHTS:** Neither party waives any defenses or rights available to them under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., common law, pertinent statutes and constitutions.

17. **WHOLE AGREEMENT:** This document constitutes the entire agreement, covenants and provisions agreed upon by the parties, and no agent or administrator to this agreement has authority to alter or change the terms hereof, except as provided herein, and except as provided in the original General Mutual Cooperation Agreement. No party shall be bound by any statement or representation not in conformity with this written agreement.
18. **TERMINATION OF AGREEMENT:** Prior to commencement of the project, either party may terminate this agreement by giving seven (7) days written notice to the administrator for the other party. After the commencement of the project, either party may terminate this agreement, with or without cause, by giving written notice of such termination to the administrator of the other party. In the event work has already begun by County, Municipality shall reimburse the County for any work already performed. Otherwise, this Agreement shall terminate automatically upon completion of the project and upon receipt of the final payment of expenses by the municipality.

**CITY OF MIDWEST CITY**

*APPROVED by the CITY OF MIDWEST CITY this \_\_\_\_\_ day of May 2026.*

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

*APPROVED as to form and content this \_\_\_\_\_ day of May 2026.*

\_\_\_\_\_  
Counsel for Municipality

**BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY**

*APPROVED* by the Board of County Commissioners this \_\_\_\_\_ day of August 2026.

\_\_\_\_\_  
CHAIRMAN

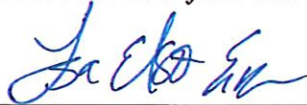
\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

ATTEST:

\_\_\_\_\_  
County Clerk

*APPROVED* as to form and content this 4 day of May 2026.



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





**Project Work Order Estimate**  
**Scope of Work for Work Order Number: 28988**

Wed, April 15, 2026

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**EXHIBIT B**

**Activity: 32008 - CONCRETE WORK**

Sooner Rd Railroad Crossing Project. Asphalt approach on north side and concrete approach plus curbs on south north side of RR crossing. Install new guardrails around the automatic RR crossing gate system.

Asset: E15N08-09 - Sooner Rd - NE 10th St to NE 23rd

Cost Type	Task	Description	Qty	Rate	Total Amount	City of MWC	City of OKC
Equipment	1	DA425-00105 - Concrete Saw 30" Max 37 HP	4.0000	11.89	\$47.56	\$18.59	\$28.97
Equipment	1	DA322-00102 - HYDRAULIC BREAKER W/BRACKETS	16.0000	43.36	\$693.76	\$271.20	\$422.56
Equipment	1	DA320-00109 - 1999 BOMAG BW 213 STEEL WHEEL ROLLER	8.0000	64.05	\$512.40	\$200.30	\$312.10
Equipment	1	DA320-00114 - 2005 BOMAG 120 AD SMOOTH DRUM ROLLER	8.0000	64.05	\$512.40	\$200.30	\$312.10
Equipment	1	DA320-00116 - 2009 VOLVO DD90HF SMOOTH DRUM ROLLER	8.0000	64.05	\$512.40	\$200.30	\$312.10
Equipment	1	DA302-00194 - 1998 INTERNATIONAL HAUL TRUCK TRACTOR	4.0000	71.10	\$284.40	\$111.17	\$173.23
Equipment	1	DA312-00120 - 2025 John Deere 330P Skid Steer Loader	64.0000	78.88	\$5,048.32	\$1,973.44	\$3,074.88
Equipment	1	DA302-00247 - 2024 Freightliner w/ 15' Dump Body	72.0000	94.94	\$6,835.68	\$2,672.14	\$4,163.54
Equipment	1	DA335-00110 - CATERPILLAR ASPHALT PAVER	16.0000	225.42	\$3,606.72	\$1,409.90	\$2,196.82
Equipment	1	DA327-00104 - 2016 JOHN DEERE EXCAVATOR	32.0000	253.26	\$8,104.32	\$3,168.06	\$4,936.26
<b>Equipment for Task 1</b>				<b>Sub Totals:</b>	<b>\$26,157.96</b>	<b>\$10,225.41</b>	<b>\$15,932.55</b>
<b>Equipment Sub Totals:</b>					<b>\$26,157.96</b>	<b>\$10,225.41</b>	<b>\$15,932.55</b>
Labor	1	Laborer Rate	80.0000	19.75	\$1,580.00	\$617.64	\$962.36
Labor	1	Equipment Operator Labor Rate	268.0000	24.00	\$6,432.00	\$2,514.33	\$3,917.67
<b>Labor for Task 1</b>				<b>Sub Totals:</b>	<b>\$8,012.00</b>	<b>\$3,131.97</b>	<b>\$4,880.03</b>
<b>Labor Sub Totals:</b>					<b>\$8,012.00</b>	<b>\$3,131.97</b>	<b>\$4,880.03</b>
<b>Labor &amp; Equipment &amp; Overhead Combined Total:</b>					<b>\$34,169.96</b>	<b>\$13,357.39</b>	<b>\$20,812.57</b>
Materials	1	SS-1	100.0000	2.45	\$245.00	\$95.77	\$149.23
Materials	1	1/2" Rebar	375.0000	8.00	\$3,000.00	\$1,172.73	\$1,827.27
Materials	1	1 1/2" Crusher Run	530.0000	32.80	\$17,384.00	\$6,795.58	\$10,588.42
Materials	1	S3 Recycled 20% Asphalt	260.0000	60.75	\$15,795.00	\$6,174.43	\$9,620.57
Materials	1	S4 Virgin Asphalt	90.0000	70.25	\$6,322.50	\$2,471.53	\$3,850.97
Materials	1	Building Materials (LS)	1.0000	1,000.00	\$1,000.00	\$390.91	\$609.09
Materials	1	Soft Stop Kit	2.0000	1,850.00	\$3,700.00	\$1,446.37	\$2,253.63
Materials	1	Traffic Control	1.0000	5,300.90	\$5,300.90	\$4,513.18	\$787.72
Materials	1	Striping, Stop Bars, and Railroad Symbols	1.0000	5,721.00	\$5,721.00	\$4,070.86	\$850.14
<b>Materials for Task 1</b>				<b>Sub Totals:</b>	<b>\$58,468.40</b>	<b>\$27,931.36</b>	<b>\$30,537.04</b>
<b>Materials Sub Totals:</b>					<b>\$58,468.40</b>	<b>\$27,931.36</b>	<b>\$30,537.04</b>
Outsource	1	PC Concrete Pavement & Curb	1.0000	85,790.00	\$85,790.00	\$85,790.00	\$0.00
<b>Outsource for Task 1</b>				<b>Sub Totals:</b>	<b>\$85,790.00</b>	<b>\$85,790.00</b>	<b>\$0.00</b>
<b>Outsource Sub Totals:</b>					<b>\$85,790.00</b>	<b>\$85,790.00</b>	<b>\$0.00</b>
<b>Supply, Inventory, Outsourcing Sub Total:</b>					<b>\$144,258.40</b>	<b>\$113,721.36</b>	<b>\$30,537.04</b>
<b>Contingency (5.00%):</b>					<b>\$8,921.42</b>	<b>\$6,353.94</b>	<b>\$2,567.48</b>
<b>Grand Totals:</b>					<b>\$187,349.78</b>	<b>\$133,432.69</b>	<b>\$53,917.09</b>

**NOTES:**

- 1) MWC IS RESPONSIBLE FOR 39.1% OF ASPHALTIC ROADWAY IMPROVEMENTS (NORTH OF RAILROAD, EAST OF CENTERLINE)
- 2) OKC IS RESPONSIBLE FOR 60.9% OF ASPHALTIC ROADWAY IMPROVEMENTS (NORTH OF RAILROAD, WEST OF CENTERLINE)
- 3) MWC IS RESPONSIBLE FOR 100% OF CONCRETE ROADWAY IMPROVEMENTS (SOUTH OF RAILROAD)