

# **AGREEMENT FOR SPECIFIC ASSISTANCE**

CITY OF NICOMA PARK  
&  
THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

**THIS AGREEMENT** (the "Agreement") is entered into between the **CITY OF NICOMA PARK**, a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), 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"). 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**, the parties have previously entered into a General Mutual Cooperation Agreement allowing for the County to assist Municipality in reconstruction, repairs and improvements, which cover the fiscal year beginning July 1, 2024 and ending June 30, 2025; and

**WHEREAS**, Title 11, Oklahoma Statutes, Section 33-101, states that "the purpose of Sections 11-33-101 through 11-33-115 of this title is to promote the establishment, operation and support of public recreational facilities for the welfare of the people by local governmental units of Oklahoma either singly or jointly"; and

**WHEREAS**, Title 11, Oklahoma Statutes, Section 33-102, specifically defines Oklahoma County and Municipality as governing bodies; and

**WHEREAS**, Title 11, Oklahoma Statutes, Section 33-103, provides that any city, town, school district or county may establish, provide, maintain, construct, set apart and conduct, either singly or jointly in cooperation with one or more of the other governmental units specified herein, parks, playgrounds, recreation centers, athletic fields or grounds, swimming pools, social and community centers, and other facilities and activities in public schools, parks, buildings and facilities now owned or acquired; and

**WHEREAS**, Title 19, Oklahoma Statutes, Section 931, provides that each county in the State of Oklahoma having a population of one hundred thousand (100,000) or more, as determined by the last Federal Decennial Census or any subsequent Federal Decennial Census, is hereby authorized and empowered to establish, provide, maintain, construct, set apart, and conduct parks, playgrounds, recreation centers, swimming pools, social and community centers, and other public recreational facilities anywhere within the said county; and

**WHEREAS**, Title 19, Oklahoma Statutes, Section 934, provides that such counties may jointly establish and conduct such a system of recreation, including recreation centers, parks, swimming pools, playgrounds, and any and all other recreational facilities and activities, with any city, chartered or otherwise, town, or school district within said county as may now or hereafter be authorized or provided by law; and

**WHEREAS**, Municipality has demonstrated a desire for assistance with clearing, grubbing, and dirt work for future walking trails of the Nicoma Park Municipal Park, a public recreational facility wholly owned by the Municipality and located entirely on land owned by the Municipality; and

**WHEREAS**, the County and the Municipality find that it is to the mutual benefit of the citizens of both the Municipality and the County to enter into an agreement for mutual cooperation for clearing, grubbing, and dirt work for future walking trails to benefit the Nicoma Park Municipal Park;

**WHEREAS**, Oklahoma County Highway Cash will be made 100% whole by Municipality reimbursing all labor, equipment, and material costs in an amount not to exceed Forty Thousand Five Hundred Thirty-Nine Dollars and Fifty-Two Cents (\$40,539.52) associated with this project; and

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

**1. Purpose.** The purpose of this Agreement is to permit OKLAHOMA COUNTY to assist the MUNICIPALITY with rebuilding of property within MUNICIPALITY, specifically, clearing, grubbing, and dirt work for future walking trails that serves Nicoma Park Municipal Park, a public park owned by the Municipality. (See Attachment “A” – Request)

**2. Description of Service.** Parties to this Agreement shall provide the following:

A. The County shall –

1. Administer the construction contract.
2. Provide joint inspection and oversight of project.
3. Agree to incur the costs for labor, equipment, and materials in an amount not to exceed Forty Thousand Five Hundred Thirty-Nine Dollars and Fifty-Two Cents (\$40,539.52) as outlined in the project estimates. (See Attachment “A”)

B. The MUNICIPALITY shall –

1. Provide for joint inspection and oversight of project.
2. Reimburse COUNTY 100 % of the actual costs for labor, equipment, and materials in an amount not to exceed Forty Thousand Five Hundred Thirty-Nine Dollars and Fifty-Two Cents (\$40,539.52)

**3. Reimbursement.** The MUNICIPALITY agrees to reimburse COUNTY in accordance with Paragraph 2B of this agreement.

4. **Term.** This Agreement shall commence on the date by which this Agreement is executed by both parties and will continue through June 30, 2025. Either party may sooner terminate this Agreement by prior written notice to the other party.

5. **Maintenance.** MUNICIPALITY agrees that the MUNICIPALITY is, and will remain, responsible for maintenance of the projects in which OKLAHOMA COUNTY is a participating partner under this agreement.

6. **Rights of Way.** MUNICIPALITY hereby represents and warrants to OKLAHOMA COUNTY that the MUNICIPALITY owns, leases, or holds beneficial easements on any and all real property involved in the work to be performed by OKLAHOMA COUNTY.

7. **Availability.** Notwithstanding anything to the contrary herein, the MUNICIPALITY acknowledges that OKLAHOMA County's performance of work under this agreement is subject to OKLAHOMA COUNTY's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of OKLAHOMA COUNTY.

8. **Equipment and Employees.** All equipment used by MUNICIPALITY and OKLAHOMA COUNTY in carrying out this Agreement will, at the time of action hereunder, be owned by or under the jurisdiction of each entity, respectively; and all personnel acting for MUNICIPALITY and OKLAHOMA COUNTY under this Agreement will, at the time of such action, be an employee or agent of their respective public agency.

9. **Termination.** This Agreement may be terminated at any time by either party with or without cause upon tendering written notice of such termination thirty (30) days prior to the effective date of such termination.

10. **No Third Party Beneficiaries.** It is not the intent of this Mutual Cooperation Agreement to create any rights in any third parties.

11. **Authorized Administrator(s).** For purposes of administering this agreement, the Chief Deputy of OKLAHOMA COUNTY's District One and the MUNICIPALITY's Mayor shall be the administrators responsible for administering this agreement. Also, it is expressly understood that OKLAHOMA COUNTY shall have no right, claim or title to any real or personal property used in this cooperative undertaking, other than property used specifically by OKLAHOMA COUNTY, which is held by OKLAHOMA COUNTY as a matter of law.

12. **No Assignment.** This Agreement is not assignable except upon the prior written consent of all parties hereto.

13. **Execution.** This Agreement may be executed in multiple copies, each copy of which shall be deemed as an original.

14. **Effective-Fiscal Year.** The effective date of this Agreement shall be upon execution hereof by the last party thereto and may be renewed at the beginning of each fiscal year upon the mutual written agreement of all parties.

15. **Amendment.** This Agreement may not be amended except by express written agreement of all parties hereto.

16. **Captions.** The captions, titles, and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof.

17. **Interpretation.** When any word in this Agreement is used in the singular number, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

18. **Preservation of Defense and Right.** Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this agreement.

19. **Whole Agreement.** It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties, and no 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 shall be bound by any statement or representation not in conformity herewith.

APPROVED by the governing bodies of the parties on the dates hereafter set forth.

**MUNICIPALITY**

APPROVED by the MUNICIPALITY this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

By \_\_\_\_\_  
Mayor

REVIEWED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Attorney

**COUNTY**

APPROVED by the COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF COUNTY COMMISSIONERS OF  
OKLAHOMA COUNTY, OKLAHOMA**

By \_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
COUNTY Clerk

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

**APPROVED:**

\_\_\_\_\_  
COUNTY Engineer

**APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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



## Scope of Work for Work Order Number: 22748

### Activity: 66030 - GENERAL LABOR-TOWN

### Special Project - Nicoma Park City Park. Clearing, Grubbing and Dirt Work for Future Walking Trails.

Cost Type	Task	Description	Qty.	Rate	Amount
Equipment	1	DA334-00111 - 2004 CHOICE TRAILER LOWBOY GOOSENECK AIRLIFT AXLES	8.0000	10.74	\$85.92
Equipment	1	DA302-00194 - 1998 INTERNATIONAL HAUL TRUCK TRACTOR	8.0000	71.10	\$568.80
Equipment	1	DA302-00245 - 2022 INTERNATIONAL DUMP TRUCK w/ VIKING DUMP BODY	120.0000	94.94	\$11,392.80
Equipment	1	DA323-00104 - 2000 JOHN DEERE 850C CRAWLER DOZER	66.0000	102.00	\$6,732.00
Equipment	1	DA327-00104 - 2016 JOHN DEERE EXCAVATOR	64.0000	235.00	\$15,040.00
<b>Equipment for Task 1 - Special Project - Nicoma Park City Park. Clearing, Grubbing and Dirt Work for Future Walking Trails.</b>			<b>Sub Totals:</b>		<b>\$33,819.52</b>
<b>Equipment Sub Totals:</b>					<b>\$33,819.52</b>
Labor	1	Equipment Operator Labor Rate	280.0000	24.00	\$6,720.00
<b>Labor for Task 1 - Special Project - Nicoma Park City Park. Clearing, Grubbing and Dirt Work for Future Walking Trails.</b>			<b>Sub Totals:</b>		<b>\$6,720.00</b>
<b>Labor Sub Totals:</b>					<b>\$6,720.00</b>
<b>Labor &amp; Equipment &amp; Overhead Combined Total:</b>					<b>\$40,539.52</b>
<b>Supply, Inventory, Outsourcing Sub Total:</b>					
<b>Contingency (Amount):</b>					<b>\$0.00</b>
<b>Grand Totals:</b>					<b>\$40,539.52</b>

Estimate Created By: \_\_\_\_\_



## City of Nicoma Park

2221 Nichols Drive~ P.O. Box 250 ~ Nicoma Park, Oklahoma 73066

Phone: 405-769-5673 Fax: 405-769-1041

[www.nicomapark.org](http://www.nicomapark.org)

December 12, 2024

Oklahoma County District #1

Attn: Brian Jasper

Mr. Jasper,

The City of Nicoma Park would like to request county assistance with Phase 1 of the development of our community park located on 23<sup>rd</sup> & Hiwassee.

We appreciate our partnership with the county and would very much appreciate any assistance on this development that the county can provide.

Sincerely,

Mark Cochell  
Mayor  
City of Nicoma Park

A handwritten signature in black ink, reading "Mark Cochell". The signature is written in a cursive style with a large, sweeping initial "M".