

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY AND THE OKLAHOMA COUNTY CRIMINAL
JUSTICE AUTHORITY**

Based upon the following recitals, the Oklahoma County Board of County Commissioners (hereinafter BOCC or Board) and the Oklahoma County Criminal Justice Authority (hereinafter OCCJA or Authority), enter into this Agreement to become effective upon its approval by all parties. This Agreement supersedes all prior Agreements of the parties.

ARTICLE I: RECITALS

WHEREAS the Board of County Commissioners is the body corporate and politic of Oklahoma County and is empowered to enter contracts on behalf of the County. 19 Okla. Stat. § 1, 3.

WHEREAS the Oklahoma County Criminal Justice Authority is a public trust created pursuant to 60 Okla. Stat. § 176 *et seq.* By the authority of the Trust Indenture and in accordance with 19 Okla. Stat. § 513.2, the Authority is empowered to carry out the functions of operating and managing the Oklahoma County Detention Center in accordance with the laws of the State of Oklahoma. Pursuant to Article VIII of the Trust Indenture, the Authority is empowered to enter into contracts as necessary to perform its duties.

WHEREAS the joint and collective purpose of this Agreement is to bring the jail HVAC system into compliance with Oklahoma jail standards, by contracting to perform necessary repair and Maintenance of the HVAC system at the Oklahoma County Detention Center as set forth by Article IV, Section 7 of the Trust Indenture accepted by the Board of County Commissioners on May 22, 2019, and all subsequent and future amendments thereto. In addition, the Commissioners will also install new loading dock doors at the facility and repair the upper facility roof.

WHEREAS this Agreement is entered into pursuant to the Interlocal Cooperation Act, Title 74, Section 1001, *et seq.*, of the Oklahoma Statutes, which authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage.

ARTICLE II: GENERAL TERMS AND CONDITIONS

A. This Agreement shall become effective upon approval of all parties thereto and end on December 31, 2026, with the option to renew for additional one-year periods if needed. Unless otherwise terminated or suspended in writing in accordance with Article IV hereof, this Agreement will automatically renew on July 1st of each option year.

- B. This Agreement constitutes all the terms and conditions agreed upon by the parties and no party, agent, administrator, or their employees may alter or change the terms hereof. Further, no party shall be bound by any statement or representation not in conformity with this Agreement.
- C. Titles of Paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- D. The terms of this Agreement may be amended as required by law or as may be in the interests of the parties. Any such modification and its effective date will be agreed upon by all parties in writing.
- E. A waiver by the parties of any provision of this Agreement must be in writing and signed by the parties hereto.
- F. The rights and duties under this Agreement are not assignable except upon prior written consent of the parties hereto.
- G. As used in this Agreement, the term "detainee" includes all inmates of the Oklahoma County Detention Center as well as persons ordered by a court to be committed to the custody of the Detention Center, regardless of whether they have been formally booked into and received by the Detention Center.

ARTICLE III: DUTIES OF THE PARTIES

- A. The County will fund, design, and construct the HVAC project in accordance with the Project Scope attached as Exhibit A (Project Scope).
- B. The County also further fund, design and construct projects for new boarding dock doors as well as repair the upper roof of the facility.
- C. The County may enter into contracts with third party vendors for the performance of any work within the scope of each project. All contract vendors selected by the County to perform work on the projects will be paid for and report to the County directly.
- D. The County shall provide a project schedule to the OCCJA and both parties agree to perform their perspective duties and roles as outlined by the Scope of Services on each project.
- E. The OCCJA will provide access to the facility for all workers authorized and required to work on the projects. The OCCJA will also provide security escorts if and when needed while performing work on the projects.

- F. The OCCJA will bear any cost or expense incurred due to work or schedule delays that result from OCCJA's failure to provide security escorts to project workers when needed.
- G. Both parties acknowledge that ARPA Funds totaling Two Million, Six Hundred Ten Thousand, One Hundred Twenty Dollars (\$2,610,120.00) will be utilized to pay for all projects.
- H. Both parties agree to abide by all terms and conditions of ARPA with regard to expenditures and scope of work on all projects.

ARTICLE IV: TERMINATION OF THE AGREEMENT

- A. This Agreement may be suspended immediately or terminated by the Board of County Commissioners on behalf of the Sheriff or the Oklahoma County Criminal Justice Authority for cause. Grounds constituting cause include, but are not limited to:
 - 1. The failure of a party to comply with any provision of this Agreement or with any applicable laws, regulations, guidelines, or procedures or is dilatory in executing its commitments under this Agreement.
 - 2. Funds to pay for services provided herein become unavailable for any reason.
- B. To the extent possible, the Authority or the BOCC will provide the other party with notice and a reasonable opportunity to cure or remedy the cause prior to exercising the right to terminate this Agreement. The party receiving such notice will have ten (10) days from the receipt of such notice to correct the condition to the other party's satisfaction. If the condition is not corrected and the period allowed for correction is not extended by agreement of the parties, the non-compliant party may be determined to be in breach and the Agreement terminated effective immediately upon receipt of written notice thereof.
- C. No party to this Agreement shall be deemed to be in default in the performance of their obligations hereunder by reason of any act of God, fire, natural disasters, accident, act of terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party, provided that such party promptly gives the other party written notice of such force majeure.
- D. Notwithstanding the ability to suspend or terminate this Agreement for cause, any party may terminate this Agreement when it is determined to be in the party's best interest. The termination of the Agreement shall be effective thirty (30) days from the receipt of the written notice of termination. Written notice will be given in compliance with Article IX of this Agreement.

- E. Upon termination of this Agreement for any reason, prior to the end of the then existing term, the parties will ensure that all work completed to the point of termination will be paid in with the fees described in Article III hereof.

ARTICLE V: RELATIONSHIP OF THE PARTIES

This Agreement is made between two political subdivisions. This Agreement does not create an employment relationship, a joint employment relationship, an agency relationship, a joint venture, or an association between the parties.

ARTICLE VI: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended by the Parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this agreement any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefits of the Authority and the BOCC. Nothing herein shall be construed as consent by a political subdivision of the State of Oklahoma to be sued by third parties or that this Agreement can be used in any litigation by third parties.

ARTICLE VII: LIABILITY

- A. The parties agree that the Governmental Tort Claims Act, 51 Okla. Stat. § 151 *et seq.* shall govern all tort actions brought against any party. Nothing herein shall be construed as a waiver or limitation of the sovereign immunity of any of the parties. All defenses and immunities relative to sovereign immunity shall be preserved. Each party shall be solely responsible for the acts or omissions of its employees and/or agents acting within the scope of their employment. In no circumstance shall the Board of County Commissioners and/or employees of Oklahoma County be held liable for acts or omissions made by any County employee in performing services pursuant to this Agreement and for the benefit of the Authority.
- B. The Authority shall indemnify and hold harmless the Board of County Commissioners and all the Oklahoma County employees from any and all assessments, judgments, costs including attorney's fees, and legal and other reasonable expenses for the performance of services described herein for the benefit of the Authority in accordance with this Agreement.

ARTICLE VIII: SEVERABILITY CLAUSE

If any provision of this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

ARTICLE IX: NOTICES

All notices, designations, consents, offers, acceptances, or any other communication provided for herein will be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each party as stated below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Board of County Commissioners of Oklahoma County
c/o Office of the Chairperson
320 Robert S. Kerr
Oklahoma City, OK 73102

Oklahoma County Criminal Justice Authority
c/o Ms. Brandi Garner, CEO and Jail Administrator
201 North Shartel
Oklahoma City, OK 73102

With copies to:

District Attorney's Office
320 Robert S. Kerr
Oklahoma City, OK 73102
Legal Counsel

Oklahoma County Engineer
320 Robert S. Kerr
Oklahoma City, OK 73102



ARTICLE X: AUTHORIZATION

Each party to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and that this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

ARTICLE XI: EXECUTION

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above agreement and caused their duly authorized representatives to execute this Agreement.

	11-15-2023
Brain Maughan, BOCC Commissioner Dist. 2	DATE
Chairperson of the BOCC	
	11-15-2023

Carrie Blumert, BOCC Commissioner Dist. 1

DATE



11-15-2023

Myles Davidson, BOCC Commissioner Dist. 3

DATE

Chair of Oklahoma County Criminal Justice Authority (OCCJA) DATE

TEST & SEAL:

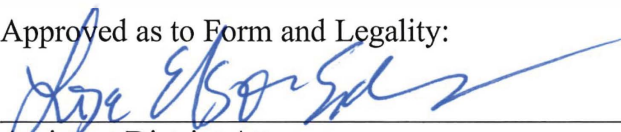



11-15-2023

Maressa Treat Oklahoma County Clerk

DATE

Approved as to Form and Legality:



Assistant District Attorney

11/9/2023

DATE



EXHIBIT A

SCOPE OF SERVICES

SRB SHALL PERFORM OR PROVIDE THE FOLLOWING:

The scope includes Task Orders as shown in Exhibit B. This agreement will be amended as additional Task Orders are identified by the Oklahoma County Criminal Justice Authority (OCCJA). SRB will provide Final engineering for bid packages for various ARPA and non-ARPA funded maintenance projects. SRB will also provide Bidding Assistance, Construction Administration and periodic inspections in order to provide the ARPA required project engineering and construction documentation. The documentation will be provided to the Authority and the County ARPA consultant.

DOES NOT INCLUDE:

Materials testing; structural testing; flow tests or other analytical testing.
On-site facility repairs or construction.
As-Built Plan services of the existing facility.

CLIENT SHALL PROVIDE:

Facility plans and as-built drawings if available.
Maintenance records as applicable for any requested services.
Access to the Facility Manager and staff as needed for maintenance needs analysis.
Secure access for the Engineer of Record and representatives to assess and recommend maintenance activities or coordination/inspection of maintenance work/repairs.
Product and vendor specifications developed by the Facility Manager for existing or past equipment.

EXHIBIT B-1
SRB RATE SCHEDULE
2021-2022

Personnel Classification	Approved Hourly Rate
Principal In Charge	\$290
Engineering Manager	\$210
Sr. Project Manager	\$210
Survey Project Manager	\$195
Project Manager	\$195
SR. Engineer	\$165
Staff Engineer	\$130
Engineer-In-Training	\$105
Design Technician	\$136
SR. CAD Technician	\$120
CAD Technician II	\$95
CAD Technician I	\$70
Drone Operator	\$110
Utilities Coordinator	\$100
Professional Land Surveyor	\$185
Field Survey Crew	\$175
Construction Administrator	\$150
Construction Inspector	\$120
SR. Inspector	\$135
ROW-Legal	\$190
ROW Specialist	\$90
Office Manager	\$95
Office Clerical	\$60

Rate schedule shall be submitted annually and be effective from January 1 through December 31 of each year.

Rates subject to adjustment for inflation based on amounts identified annually in the Consumer Price Index (CPI) for this region.



September 11, 2023

Stacey Trumbo, P.E., County Engineer
Oklahoma County
320 Robert S. Kerr Avenue,
Oklahoma City, OK 73102

RE: Engineering Contract –Scope and Fee Proposal for OCCJA HVAC Upgrades and Repairs

Dear Mr. Trumbo

SRB, LLC (SRB) has met with White and Associates along with OCCJA and Oklahoma County Staff members over the past month. It was determined that SRB should present a scope of work and proposed fee for “re-bidding” the HVAC Improvements that were previously bid by the OCCJA staff. However, as was discussed in the meetings, the original construction bid documents did not address all of the issues and had some items that are not considered a priority. This letter provides a summary of the proposed priorities completed by Mr. Mike Partlow, White and Associates, along with a proposed scope and fee from SRB. Our proposal provides credit for the time and effort spent in developing the first bid package documents.

**Summary of Priorities for HVAC Improvements and Upgrades:
(as prepared by White and Associates)**

1. Life safety remains the highest priority.
 - a. Address the smoke detectors in the return duct. Make sure that they are reporting properly to the FA system control panel. Confirm that smoke detectors in the RA duct are opening and closing the correct louvers. Make sure the AHU unit is shut down.
 - i. To establish scope of repair work, we will need to investigate each smoke detector to determine if it is working correctly per code.
 - b. Address/repair where the FA system is not working correctly. Smoke evac in common areas and stairwells may be an issue?
 - i. To establish scope of repair work, we will need to investigate/test the FA system to determine if it is working correctly per code.
2. Address temperature issues is the next priority.
 - a. Replace all duct louvers.
 - b. Replace coils leaking, drip pans, address condensate leaks.
 - i. To establish scope of repair work, we will need to investigate each AHU to determine if coils are leaking, condition of drip pans, leaks in condensate system.



3. Address control system mapping issues.
 - a. Pay to upgrade to latest version of Siemens software.
 - b. Address thermostat issues.
 - i. We will need to repair the items 2a and 2b above before we can address the thermostats then investigate issues with thermostats.
 - c. Correct mapping (point-to-point) issues with controls
 - i. Meet with Siemens to determine what they are willing to correct at no cost.
 - ii. Determine from Siemens what it will take to correct the mapping and re-commission the controls.

Proposed SRB, LLC Scope and fee:

Task 1: Preliminary design - \$16,500.00

1. Narrative instructions on which air handling unit smoke detectors should be reporting back to the fire alarm system control panel. Compile report of which units need the following:
 - a. New Smoke detectors
 - b. Smoke detectors moved to return air opening.
2. Evaluate existing smoke evacuation systems and determine its faults and give recommendations on repair or reconfiguration. **NOTE: This fee does not include a redesign of the smoke evacuation system, only recommendations on how to bring the existing system into working order.**
3. Document all louvers that need to be replaced for each air handling unit. **NOTE: this was already completed in the previous report and Bid Documents**
 - a. In addition to the louvers, existing actuators need to be evaluated as some were reported to be not working.
4. Document all coils that need to be replaced. Capacities and physical dimensions. Dependent upon maintenance or contracting team to test coils. In addition to the coils, any other accessories serving the coil will need their conditions evaluated. Drain pans, balancing and control valves, leaks in other parts of the piping systems.

Task 2: Final engineering including bid - \$26,500.00

1. Completion of engineering design of systems in previous deliverable.



Task 3: Bidding – \$5,000.00

1. Assist the County Engineer and Purchasing Department in the bidding process.
2. Address questions from bidders and prepare any necessary addendums.
3. Conduct a Pre-Bid meeting in coordination with the Owner's Representative White and Associates.

Task 4: Construction admin (submittal review, periodic site visits) – \$15,000.00

1. Review submittals of all items from design.
2. Answer any RFIs and make field visits as required.

Task 5: Project closeout commissioning – \$7,000

1. Field witness example smoke detector operation to ensure they are functioning as required by code.
2. Field witness example damper operation for new AHU louvers.
3. Field witness smoke evacuation system has been repaired and is in working order.



Summary of Proposed Fee:

Task 1: Preliminary design	\$16,500.00
Task 2: Final engineering including bid	\$26,500.00
Task 3: Bidding	\$5,000.00
Task 4: Construction admin (submittal review, periodic site visits)	\$15,000.00
Task 5: Project closeout commissioning	\$7,000.00
Total Proposed Fee	\$70,000.00

We are prepared to discuss the scope and fee at your earliest convenience. Please contact me at marc.long@srbok.com or my cell phone at 405 397 3718.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Marc A. Long", written over a faint circular stamp.

Marc A. Long, P.E., Principal

SRB, LLC

SUMMARY OF OCCJA ENGINEER OF RECORD ARPA PROJECT FEES

ORIGINAL CONTRACT				SRB PAID TO DATE	ORIGINAL ENGR ESTIMATE
NEW DAMPERS /BALANCING	\$ 72,000.00	\$	72,700.00		
TASK 1 PRELIMINARY ENGINEERING	\$ 65,800.00	\$	12,500.00		\$ 1,927,200.00
TASK 2 FINAL ENGINEERING		\$	29,425.00		
TASK 3 BIDDING		\$	3,000.00	\$ 44,925.00	
TASK 4 CONSTRUCTION ADMIN/INSP		\$	15,875.00		
TASK 5 CLOSE-OUT & COMMISSIONING		\$	5,000.00	\$ 65,800.00	
LOADING DOCK		\$	6,900.00		
TASK 1 PRELIMINARY ENGINEERING		\$	-		
TASK 2 FINAL ENGINEERING		\$	1,370.00		
TASK 3 BIDDING		\$	2,000.00	\$ 3,370.00	
TASK 4 CONSTRUCTION ADMIN/INSP		\$	2,600.00		
TASK 5 CLOSE-OUT & COMMISSIONING		\$	930.00	\$ 6,900.00	
TOTAL FOR ORIGINAL CONTRACT		\$	72,700.00		
TOTAL FOR ORIGINAL CONTRACT USED		\$	48,295.00		
TOTAL FROM ORIGINAL FEE NOT USED		\$	24,405.00		THIS FEE WAS NOT USED AND IS REPLACED BY TASK 4 AND 5 BELOW
NEW CONTRACT					
ADDL HVAC IMPROVEMENTS				\$	1,577,200.00
TASK 1 PRELIMINARY ENGINEERING		\$	16,500.00		THIS IS FOR THE NEW INVESTIGATIONS
TASK 2 FINAL ENGINEERING		\$	26,500.00		THIS IS FOR THE ORIGINAL BID PACKAGE AND NEW ADDL WORK
TASK 3 BIDDING		\$	5,000.00		THIS IS NEW AMOUNT WITH NO CREDIT FOR PAST TASK 3
TASK 4 CONSTRUCTION ADMIN/INSP		\$	15,000.00		
TASK 5 CLOSE-OUT & COMMISSIONING		\$	7,000.00		
TOTAL FOR NEW CONTRACT		\$	70,000.00		

<p>OCCIA 22-002 HVAC Improvements</p> <p>Bids Due By: Wednesday, January 4, 2023 @ 10:00 a.m.</p>				Engineering Estimate		Siemens Industry Inc.	
				Base Bid	\$1,927,200.00	Final Bid	\$1,861,819.66
				Add Alternate	N/A	Add Alternate	N/A
		UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Damper Replacement	Lump Sum	1	\$950,000.00	\$950,000.00	\$1,183,222.31	\$1,183,222.31
2	Air / Water Balancing of System	Lump Sum	1	\$320,000.00	\$320,000.00	\$301,977.62	\$301,977.62
3	Update Building Management Software (BMS) incl. Work Order System	Lump Sum	1	\$240,000.00	\$240,000.00	\$195,018.06	\$195,018.06
4A	Maintenance Service Agreement (1 year / 4 option years)	Lump Sum	1	\$96,000.00	\$96,000.00	\$27,851.51	\$27,851.51 ¹
				SUBTOTAL:	\$1,606,000.00	SUBTOTAL:	\$1,708,069.50
5	General Overhead			20.00%	\$321,200.00	3.19%	\$53,930.50 ²
				TOTAL:	\$1,927,200.00	TOTAL:	\$1,762,000.00
4B	Maintenance Service Agreement (4 optional years)**			TOTAL:	N/A	TOTAL:	\$99,819.66³
						FINAL TOTAL:	\$1,861,819.66⁴

1. Line Item 4A includes only the first year of the Maintenance Service Agreement
2. The General Overhead total does not include the FINAL TOTAL with the four optional years of the Maintenance Service Agreement
3. Line Item 4B lists the total for four optional years of the Maintenance Service Agreement. This amount should've been included in the Base Bid.
4. Adjusted bid total including line item 4B (four optional years of the Maintenance Service Agreement)