

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 1/30/25 Department: District 3

State the nature of the legal request: _____

Review attached MOU between
County & OTH for a salt & sand storage
facility.

RECEIVED

JAN 30 2025

CIVIL DIVISION
DISTRICT ATTORNEY

Signature

Reply of District Attorney's Office: _____

approved as to form
& legality -
may need to add
all commission signatures
or chair's signature

Date of Reply: 1/31/2025

Isa Elor
Assistant District Attorney

MUTUAL COOPERATION AGREEMENT

BETWEEN THE OKLAHOMA TURNPIKE AUTHORITY & THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective FEBRUARY __, 2025, between the **OKLAHOMA TURNPIKE AUTHORITY** an organization operating and existing under the laws of the State of Oklahoma (the "OTA"), 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, 69 O.S. § 601A, authorizes the County to use any funds which are in the county highway fund to construct and maintain as county highways those roads which best serve the most people of the county; and

WHEREAS, the County and the OTA find that it is to the mutual benefit of the citizens of both the OTA and the County to enter into an agreement for mutual cooperation of maintenance, construction, and repair of certain streets within the limits of the OTA and the responsibility of the County, and the maintenance for safe travels within the limits of the County's jurisdiction.

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

1. The County may, at their discretion, construct, install and maintain, on the property shown in Attachment A, a salt and sand storage facility at no cost to the OTA.
2. Additionally, the County agrees, that the said facility will be "Temporary" and if the property where the facility is located becomes necessary for further development of the turnpike, the County will, at their expense, move the facility to an alternate location.
3. No party to the contract shall be liable for the acts or omissions of the other party.
4. The parties understand and agree that this Agreement in no way relieves either party of their primary duty to maintain its streets in a reasonably safe condition for travel by the public.
5. This Agreement shall commence on February __, 2025 and continue until it is revoked by one or both parties. Any revocation will be in writing with at least 60 days written notice to the other party.

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

OKLAHOMA TURNPIKE AUTHORITY

APPROVED by the OTA this _____ day of _____, 2025

ATTEST:

_____ By _____

TITLE: _____

APPROVED as to form and legality this _____ day of _____, 2025

_____ TITLE: _____

OKLAHOMA COUNTY

APPROVED by the County this _____ day of _____, 2025.

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

By _____
Chairman

ATTEST:

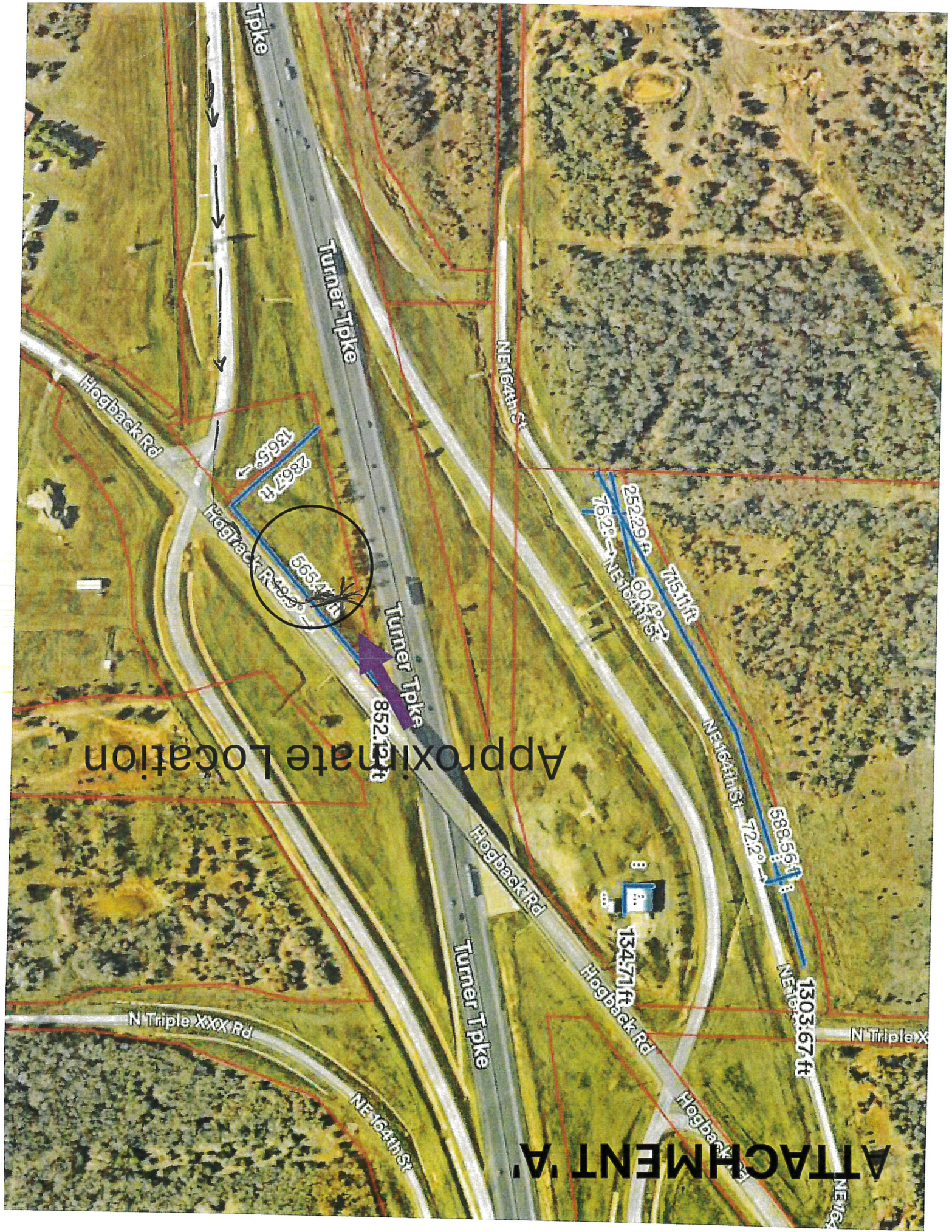
By _____
Member

County Clerk

By _____
Member

APPROVED as to form and legality this 30 day of January, 2025.

[Signature]
Assistant District Attorney



Approximate Location

ATTACHMENT 'A'

MUTUAL COOPERATION AGREEMENT

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THIS MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective FEBRUARY __, 2025, between the **OKLAHOMA TURNPIKE AUTHORITY** an organization operating and existing under the laws of the State of Oklahoma (the "OTA"), 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").

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

1. The County may, at their discretion, construct, install and maintain, on the property shown in Attachment A, a salt and sand storage facility at no cost to the OTA.
2. Additionally, the County agrees, that the said facility will be "Temporary" and if the property where the facility is located becomes necessary for further development of the turnpike, the County will, at their expense, move the facility to an alternate location.
3. No party to the contract shall be liable for the acts or omissions of the other party.
4. The parties understand and agree that this Agreement in no way relieves either party of their primary duty to maintain its streets in a reasonably safe condition for travel by the public.
5. This Agreement shall commence on February __, 2025 and continue until it is revoked by one or both parties. Any revocation will be in writing with at least 60 days written notice to the other party.

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

OKLAHOMA TURNPIKE AUTHORITY

APPROVED by the OTA this _____ day of _____, 2025

ATTEST:

_____ By _____

TITLE: _____

APPROVED as to form and legality this _____ day of _____, 2025

TITLE: _____

OKLAHOMA COUNTY

APPROVED by the County this _____ day of _____, 2025.

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

By _____
Chairman

ATTEST:

By _____
Member

County Clerk

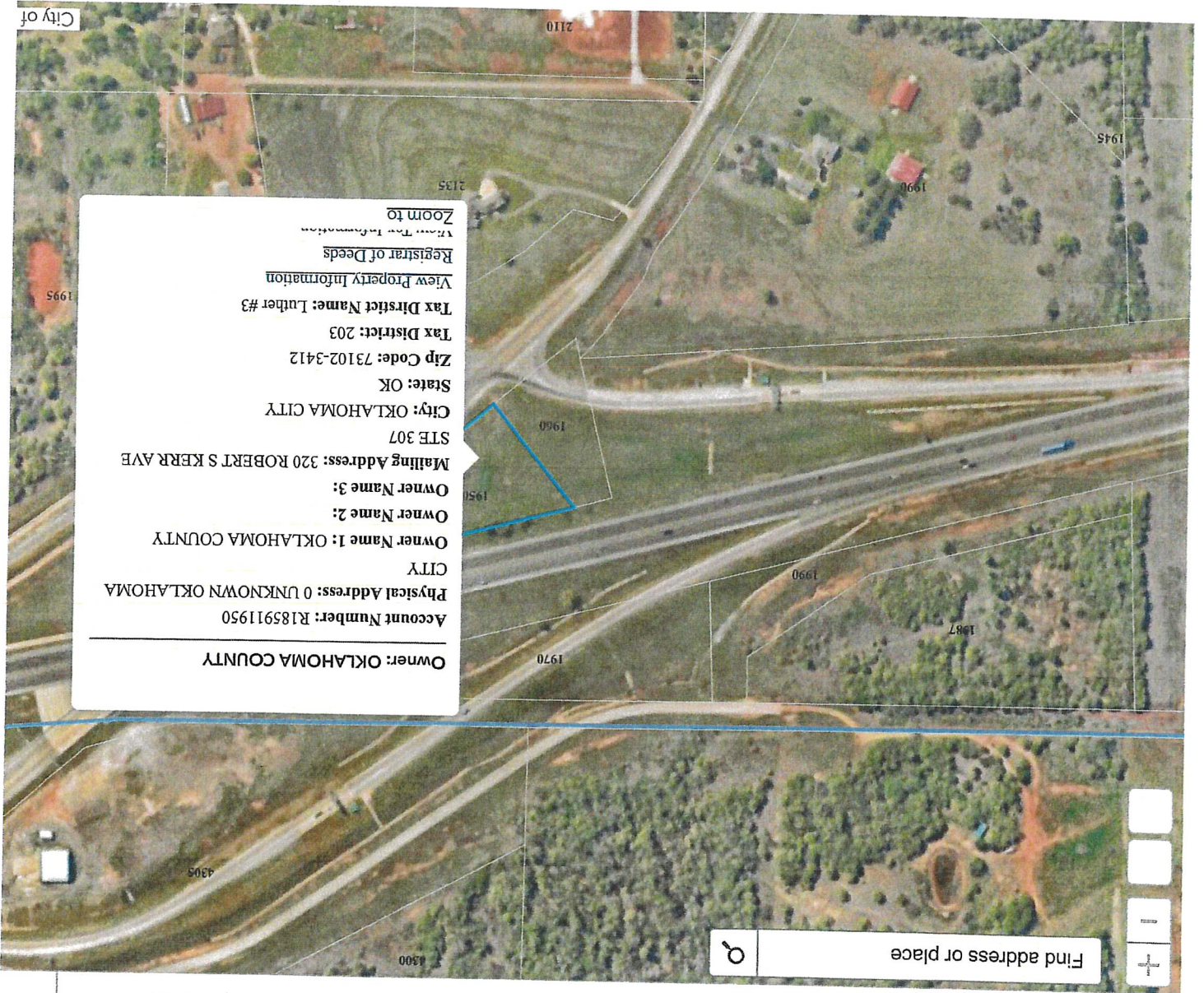
By _____
Member

APPROVED as to form and legality this _____ day of _____, 2025.

Assistant District Attorney



Find address or place



Owner: OKLAHOMA COUNTY

Account Number: R185911950

Physical Address: 0 UNKNOWN OKLAHOMA

CITY

Owner Name 1: OKLAHOMA COUNTY

Owner Name 2:

Owner Name 3:

Mailing Address: 320 ROBERT S KERR AVE

STE 307

City: OKLAHOMA CITY

State: OK

Zip Code: 73102-3412

Tax District: 203

Tax District Name: Luther #3

View Property Information

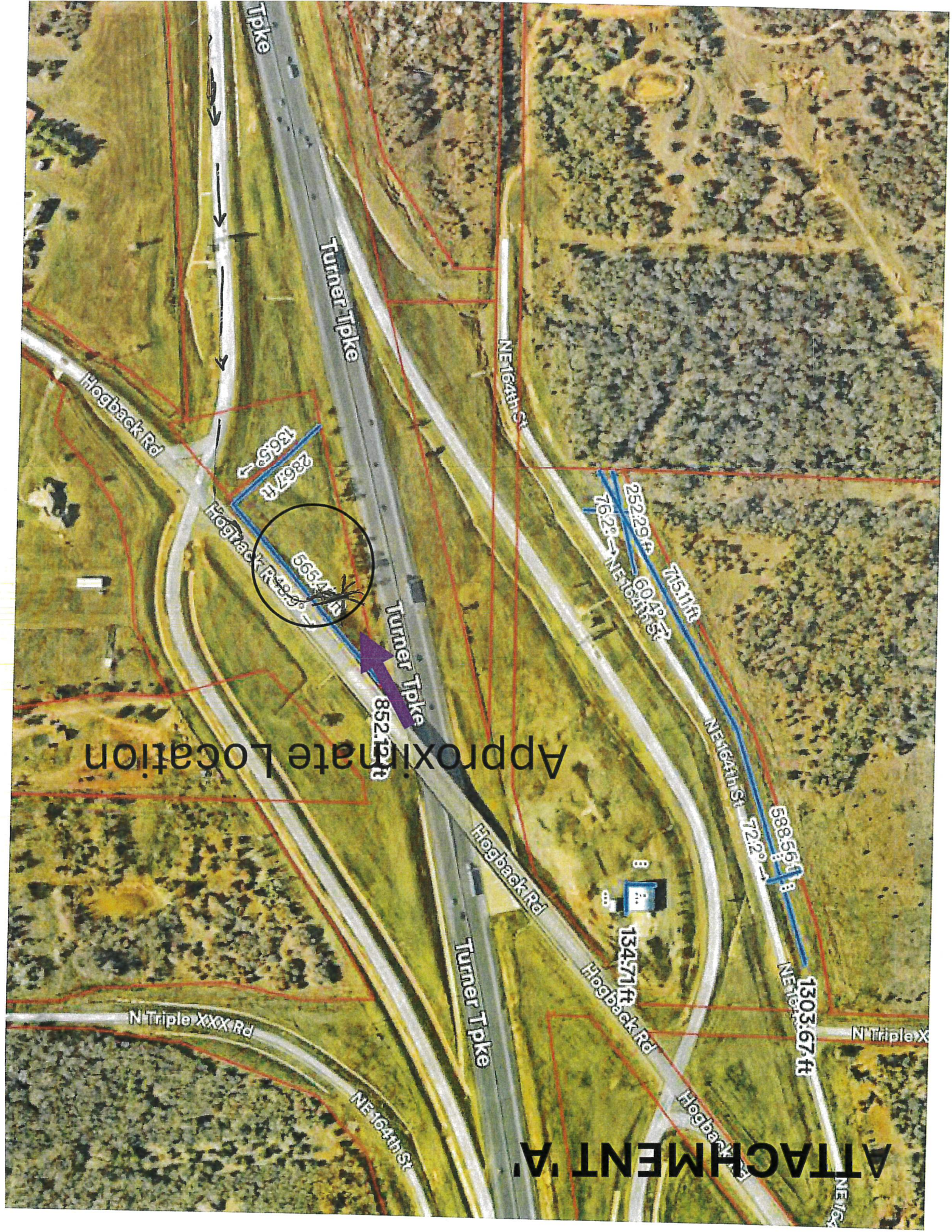
Registrar of Deeds

Zoom to

City of

300ft

-97.229 35.636 Degrees



Approximate Location

ATTACHMENT A

Endres, Lisa

From: Foster, Paul
Sent: Thursday, January 30, 2025 8:44 AM
To: Endres, Lisa
Subject: FW: Salt Storage Agreement with OTA
Attachments: Proposed location for salt barn east 2025.JPG; Document_2024-02-14_102624.jpg; Mutual Cooperation Agreement OTA OK Cty Salt Facility.docx

Lisa,

Will you please review the attached MOU between the County and OTA for a salt & sand storage facility?
Thanks.



Paul Foster | Chief Deputy
OKLAHOMA COUNTY
COUNTY COMMISSIONER MYLES DAVIDSON DISTRICT 3
Office: (405) 900-5981 Cell: (405) 202-9777
320 Robert S Kerr, Suite 603 OKC, OK 73102
paul.foster@oklahomacounty.org

*approved
as to
format
legality*

From: McClung, William <William.McClung@oklahomacounty.org>
Date: Wednesday, January 29, 2025 at 2:42 PM
To: Foster, Paul <Paul.Foster@oklahomacounty.org>
Cc: Davidson, Myles <MDavidson@oklahomacounty.org>, Broyles, Taylor <Taylor.Broyles@oklahomacounty.org>, Ashton, Jennifer <Jennifer.Ashton@oklahomacounty.org>, Snow, Randy <Randy.Snow@oklahomacounty.org>
Subject: Salt Storage Agreement with OTA

Paul,

Myles talked to someone at the OTA last week and they agreed that we would put together an agreement so that we can finish building a salt barn off Hugaback Road. The property is still ours because an agreement in 2010 was never finalized. Would you take a look and make any changes as this is only my draft. We probably need to run it through legal and modified it to suit our needs. I would suggest, we get it through legal and modified it to suit our needs. I don't know who to address a letter to, but Myles will. Let me know if you have any questions or want to go in a different direction.

Attached is the proposed agreement. The other map shows the ownership.

Bill

*Needs
Request from
+ \$ assessed
for
MOU
1/30/2025*

*MS - just fill
out A
Report for
Legal Services
Form
for Joe
to sign*