

OKLAHOMA COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ August 15th, 2023 _____ AGENDA

(THE DEADLINE IS 1 WEEK PRIOR TO THE DATE THAT THE AGENDA IS TO BE POSTED)

DEPARTMENT: District 1 REQUESTED BY: Carrie Blumert

REQUISITION NO.: 123015 59-10 REQUISITION SHEET ATTACHED: X YES N/A

NAME OF FUNDS:

FUND NUMBERS: General Fund / _____ / _____

REVIEWED FOR PRIVACY-PROTECTED INFORMATION: YES X N/A

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

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve the Agreement for Specific Assistance between Oklahoma County and the Crooked Oak Public School District pursuant to Title 19 O.S. § 339(17) and Title 19 O.S. § 359; to assist with football practice facilities maintenance property; County agrees to incur an amount not to exceed \$12,045.45 for materials, labor and equipment and to reimburse Highway Cash in an amount not to exceed 10,326.08 for labor and equipment cost from District One General Fund. School agrees to reimburse County in an amount not to exceed 1,719.45 for materials associated with this project. This Agreement shall be effective upon signature of both parties and shall terminate on June 30, 2023. Requested by Carrie Blumert, Commissioner, District No. 1, and approved as to form and legality by _____, Assistant District Attorney.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

REVIEWED BY DA FOR PRIVACY-PROTECTED/SECURITY INFORMATION: YES N/A

REVIEWED BY COUNTY CLERK FOR PRIVACY-PROTECTED INFORMATION: YES N/A

(NOTE: THE CHAIRMAN MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____ APPROVED BY: _____ CHAIRMAN

AGREEMENT FOR SPECIFIC ASSISTANCE BETWEEN
CROOKED OAK PUBLIC SCHOOLS
&
THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS AGREEMENT (Agreement) is entered into this _____ day of _____, 2022, between the **CROOKED OAK PUBLIC SCHOOLS**, a public school organized and existing under the laws of the State of Oklahoma (the "School"), 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 School in reconstruction, repairs and improvements, which cover the fiscal year beginning July 1, 2022 and ending June 30, 2023; and

WHEREAS, the School, physically located at 1450 S. Eastern Ave, Oklahoma City, Oklahoma, is in need of assistance with football field practice facilities; and

WHEREAS, it is in the mutual interest and benefit of School and the County to share in the construction, repair, and/or improvement to the aforementioned school property; and

WHEREAS, the School desires to retain the use of the County's equipment, personnel and subcontractors to reconstruct, repair or improve that portion of the aforementioned school property; and

WHEREAS, the County agrees to provide the equipment, materials, and personnel for the project at an estimated cost of Twelve Thousand Forty-Five Dollars and Forty-Five Cents (\$12,045.45), and in no event to exceed the above referenced amount without further written agreement; and

WHEREAS, Oklahoma County Highway Cash will be made 100% whole with District 1 General Funds reimbursing Highway Cash for the cost of labor & equipment. Additionally, the School will reimburse the County for all materials associated with this project; and

WHEREAS, this agreement is authorized and provided for by Oklahoma Statutes, specifically by Oklahoma Statutes Title 19, 339 (17) and Title 19, 359; and

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

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, 2022. The purpose of this agreement is to permit the County to assist the School with improvements, repairs, or maintenance on property owned by the School. County may, at their discretion, perform the requested work on property that is owned by the School, more specifically described as: football field practice facilities.

2. **DESCRIPTION OF SERVICE:**

A. **COUNTY SHALL:**

- I. Administer the Agreement.
- II. Agree to incur costs for labor, equipment, surveys, materials, traffic control, and subcontractors as necessary to complete the work/project in an amount not to exceed as Twelve Thousand Forty-Five Dollars and Forty-Five Cents (\$12,045.45) outlined in the attached project estimates. (See Attachment "A").
- III. Provide joint oversight and inspection of the project.

B. **SCHOOL SHALL:**

- I. Provide for joint inspection and oversight of the project
- II. Identify, mark, and remove any utilities within project area
- III. Reimburse County for all material costs to complete the work/project in an amount not to exceed One Thousand Seven Hundred Nineteen Dollars and Thirty-Seven Cents (\$1,719.37) as outlined in the attached project estimates. (See Attachment "A").

3. **AUTHORIZED ADMINISTRATOR(S):** For purposes of administering this agreement, the Chief Deputy of County's District No. 1 and the School Superintendent 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 the County.

4. **PROPERTY OWNERSHIP:** School represents and warrants to County that the School owns any and all real property involved in the project and upon which work is to be performed. 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 School 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 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 between the parties.

6. **COMMENCEMENT OF PROJECT:** The project shall commence after the agreement has been fully executed and is 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 "Property Ownership", 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 School of their primary statutory duties to maintain said property in a reasonably safe condition, 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, title, 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, School 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.

APPROVED by the Crooked Oak Public Schools of Oklahoma County, Oklahoma this _____ day of _____, 2022.

CROOKED PUBLIC SCHOOLS

By _____
Superintendent of School

ATTEST:

Board Clerk

COUNTY

*ADOPTED AND APPROVED by the Board of County Commissioners this _____ day
of _____, 2022.*

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 _____, 2022.

Assistant District Attorney



Project Work Order Estimate

Work Order Number:
12221

Scope of Work

Activity: 66020 - GENERAL LABOR - SCHOOL
SPECIAL PROJECT - Crooked Oak School - Football Practice Field Maintenance.

Cost Type	Task	Description	Qty.	Rate	Amount
Equipment	1	DA425-00104 - TARGET SELF PROPELLED 20-29 HP CONCRETE	4.0000	7.62	\$30.48
Equipment	1	DA330-00131 - 2000 BANDIT DRUM CHIPPER	8.0000	17.06	\$136.48
Equipment	1	DA327-00107 - 2021 JOHN DEERE 85G EXCAVATOR-36" BUCKET	24.0000	18.97	\$455.28
Equipment	1	DA312-00118 - 2018 JOHN DEERE 333G COMPACT TRACK LOADER	16.0000	38.72	\$619.52
Equipment	1	DA302-00235 - 2015 FREIGHTLINER PATCH TRUCK/PB LOADER	8.0000	45.00	\$360.00
Equipment	1	DA302-00245 - 2022 INTERNATIONAL DUMP TRUCK w/ VIKING DUMP BODY	40.0000	79.62	\$3,184.80
Equipment	1	DA307-00114 - 2020 JOHN DEERE 672G MOTOR GRADER	16.0000	80.43	\$1,286.88
Equipment for Task 1 - SPECIAL PROJECT - Crooked Oak School - Football Practice Field Maintenance.					Sub Totals: \$6,073.44
Equipment Sub Totals:					\$6,073.44
Labor	1	Laborer Rate	48.0000	17.88	\$858.24
Labor	1	Equipment Operator Labor Rate	132.0000	21.99	\$2,902.68
Labor for Task 1 - SPECIAL PROJECT - Crooked Oak School - Football Practice Field Maintenance.					Sub Totals: \$3,760.92
Labor Sub Totals:					\$3,760.92
Labor & Equipment & Overhead Combined Total:					\$9,834.36
Materials	1	Fill Sand	30.0000	4.00	\$120.00
Materials	1	C Mix Asphalt	15.0000	68.10	\$1,021.50
Materials	1	Concrete 2500 PSI	4.0000	124.00	\$496.00
Materials for Task 1 - SPECIAL PROJECT - Crooked Oak School - Football Practice Field Maintenance.					Sub Totals: \$1,637.50
Materials Sub Totals:					\$1,637.50
Supply, Inventory, Outsourcing Sub Total:					\$1,637.50



Thursday, August 4, 2022

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Project Work Order Estimate

Work Order Number:
12221

Scope of Work

Activity: 66020 - GENERAL LABOR - SCHOOL
SPECIAL PROJECT - Crooked Oak School - Football Practice Field Maintenance.

Contingency (5.000000 Percent):		\$573.59
Grand Totals:		\$12,045.45

Estimate Created By:

COUNTY Contingency \$ 10,326.08
CROOKED OAK Contingency 1,719.37
\$ 12,045.45



August 8, 2022

Oklahoma County Commissioner:

Please accept this letter as a formal request for the county to help Crooked Oak Schools with some maintenance projects. A scope of work was incorporated into an estimate sent to me from Mr. Brian Jasper dated August 4, 2022. The grand total on that estimate was \$12,045.45.

As always, Crooked Oak appreciates all that the county has done for us. Thank you for your willingness to help.

Sincerely,

Bradley M. Richards
Bradley M. Richards

BRAD RICHARDS, SUPERINTENDENT

HIGH SCHOOL
LAURA KNIGHT, PRINCIPAL
405.677.3452

MIDDLE SCHOOL
CHACE MCCASKILL, PRINCIPAL
405.677.5133

STEFANIE STROUD, DIRECTOR OF SPECIAL SERVICES
THAD CUNNINGHAM, ATHLETIC DIRECTOR
KYLE PIERCE, DIRECTOR OF TECHNOLOGY
JOHN TULAK, DIRECTOR OF HUMAN RESOURCES

CENTRAL OAK ELEMENTARY
KIM TEMPLEMAN, PRINCIPAL
405.677.5211

APRIL DWYER
ENCUMBRANCE CLERK
405.677.5252, EXT. 110

88 units

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Bill To	Requisition 12301559-00	FY 2023
OK COUNTY - DISTRICT 1	Acct No:	
7321 NE 23rd St.	10191000-54047	
OKLAHOMA CITY, OK	Review:	
73141	Buyer: 6065ditemtra	Page 1
	Status: Released	

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Vendor	Ship To
OKLAHOMA COUNTY HWY DIS1	OK COUNTY - DISTRICT 1
320 ROBERT S KERR AVE	7321 NE 23rd St.
	OKLAHOMA CITY, OK 73141
OKLAHOMA CITY, OK 73102	

Deliver To
 OK COUNTY - DISTRICT 1
 7321 NE 23rd St.
 OKLAHOMA CITY, OK 73141

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/11/22	1000135				District #1

LN Description / Account	Qty	Unit Price	Net Price
001 ROC Special Project Reimbursement	1.00	10326.08000	10326.08
Crooked Oak School Football	EACH		
Practice Field WO# 12221			
1 10191000-54047		10326.08	

Ship To
 OK COUNTY - DISTRICT 1
 7321 NE 23rd St.
 OKLAHOMA CITY, OK 73141

Deliver To
 OK COUNTY - DISTRICT 1
 7321 NE 23rd St.
 OKLAHOMA CITY, OK 73141

Requisition Link	Requisition Total	10326.08
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10191000-54047	10326.08	141148.92
District #1	Project Reimbursement	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/11/22	Mike "rex" Cobb	Auto approved by: 6065ditemtra
Approved	08/11/22	Temetra Trail	
Queued	08/11/22	Deborah McDonald	
Queued	08/11/22	Maaikie Potter	



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Bill To OK COUNTY - DISTRICT 1 7321 NE 23rd St. OKLAHOMA CITY, OK 73141	Requisition 12301559-00 FY 2023 Acct No: 10191000-54047 Review: Buyer: 6065d1temtra Status: Released
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Vendor OKLAHOMA COUNTY HWY DIST 320 ROBERT S KERR AVE OKLAHOMA CITY, OK 73102	Ship To OK COUNTY - DISTRICT 1 7321 NE 23rd St. OKLAHOMA CITY, OK 73141
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Deliver To
OK COUNTY - DISTRICT 1
7321 NE 23rd St.

OKLAHOMA CITY, OK 73141

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/11/22	000135				District #1
LN Description / Account			Qty	Unit Price	Net Price
Queued	08/11/22	Sheena McGrady			
Queued	08/11/22	Danny Lambert			
Queued	08/11/22	Norinda Berry			
Queued	08/11/22	Charlotte Swindle			
Pending		Chantel Boso			
Pending		Shanika Babcock			
Pending		Ashley McMichael			
Pending		Lauren Adkison			
Pending		Long Tran			