

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, 2023 and ending June 30, 2024; 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 brush and tree removal, parking lot spot hand patching, and drainage improvements 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 brush and tree removal, parking lot spot hand patching, and drainage improvements to benefit the Nicoma Park Municipal Park;

WHEREAS, Oklahoma County Highway Cash will be made 100% whole by Oklahoma County District One General Fund reimbursing labor, equipment, and material costs in an amount not to exceed Thirty-Six Thousand Nine Hundred Seventeen Dollars and Twenty-One Cents (\$36,917.21) 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, brush and tree removal, parking lot spot hand patching, and drainage improvements 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 Thirty-Six Thousand Nine Hundred Seventeen Dollars and Twenty-One Cents (\$36,917.21) as outlined in the project estimates. (See Attachment "A")

B. The MUNICIPALITY shall –

1. Provide for joint inspection and oversight of project.

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, 2024. 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:

By _____
Member

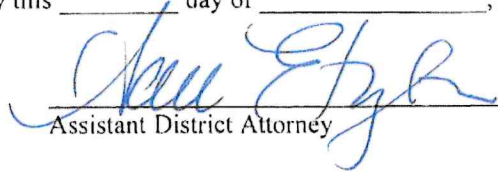
COUNTY Clerk

By _____
Member

APPROVED:

COUNTY Engineer

APPROVED as to form and legality this _____ day of _____, 2024.



Assistant District Attorney



Project Work Order Estimate

Friday, June 7, 2024

Scope of Work for Work Order Number: 20735

Page: 1

Activity: 66030 - GENERAL LABOR-TOWN

Special Project - Nicoma Park Municipal Park. Brush and tree removal, parking lot spot hand patching, and drainage improvement.

Eqst. Type	Task	Description	Qty.	Rate	Amount
Equipment	1	DA327-00107 - 2021 JOHN DEERE 85G EXCAVATOR-36" BUCKET	30.0000	18.97	\$569.10
Equipment	1	DA320-00109 - 1999 BOMAG BW 213 STEEL WHEEL ROLLER	23.0000	64.05	\$1,473.15
Equipment	1	DA312-00118 - 2018 JOHN DEERE 333G COMPACT TRACK LOADER	29.0000	78.88	\$2,287.52
Equipment	1	DA302-00245 - 2022 INTERNATIONAL DUMP TRUCK w/ VIKING DUMP BODY	74.0000	94.94	\$7,025.56
Equipment	1	DA320-00112 - 2005 HYPAC C530 AH PNEUMATIC ROLLER (ASPHALT)	6.0000	122.99	\$737.94
Equipment	1	DA323-00105 - 2015 JOHN DEERE 650K CRAWLER DOZER	37.0000	125.64	\$4,648.68
Equipment	1	DA307-00114 - 2020 JOHN DEERE 672G MOTOR GRADER	34.0000	164.35	\$5,587.90
Equipment	1	DA335-00110 - CATERPILLAR ASPHALT PAVER	8.0000	225.42	\$1,803.36

Equipment for Task 1 - Special Project - Nicoma Park Municipal Park. Brush and tree removal, parking lot spot hand patching, and drainage improvement.

Sub Totals: \$24,133.21

Equipment Sub Totals: \$24,133.21

Labor	1	Equipment Operator Labor Rate	241.0000	24.00	\$5,784.00
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Labor for Task 1 - Special Project - Nicoma Park Municipal Park. Brush and tree removal, parking lot spot hand patching, and drainage improvement.

Sub Totals: \$5,784.00

Labor Sub Totals: \$5,784.00

Labor & Equipment & Overhead Combined Total: \$29,917.21

Materials	1	S4 Recycled	100.0000	70.00	\$7,000.00
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Materials for Task 1 - Special Project - Nicoma Park Municipal Park. Brush and tree removal, parking lot spot hand patching, and drainage improvement.

Sub Totals: \$7,000.00

Materials Sub Totals: \$7,000.00

Supply, Inventory, Outsourcing Sub Total: \$7,000.00

Contingency (Amount): \$0.00

Grand Totals: \$36,917.21



City of Nicoma Park

2221 Nichols Drive ♦ P.O. Box 250 ♦ Nicoma Park, Oklahoma 73066
Phone 769-5673 ♦ Fax 769-1041
www.nicomapark.net

06/05/2024

To County dis.1

The City of Nicoma Park is requesting assistance form County dis.1 for improvements to the City's Municipal Park.

Mathew Miller
Public Works
(405) 431-9175

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Bill To                                     Requisition 12406885-00 FY 2024
OK COUNTY - DISTRICT 1
7321 NE 23rd St.                          Acct No:
                                           10191000-54047
OKLAHOMA CITY, OK                         Review:
73141                                       Buyer: 6065dItemtra
                                           Status: Released
                                           Page 1
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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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/24	000135				District #1

LN	Description / Account	Qty	Unit Price	Net Price
001	NOC Special Project Reimbursement for labor and equipment, and Materials for Nicoma Park Municipal Park, Work Order 20735	1.00	36917.21000	36917.21
1	10191000-54047		36917.21	

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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

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[Requisition Link](#) Requisition Total 36917.21

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***** General Ledger Summary Section *****
Account                               Amount Remaining Budget
10191000-54047                         36917.21          1528.15
District #1                             Project Reimbursement

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***** Approval/Conversion Info *****
Activity Date Clerk Comment
Approved 06/07/24 Mike "Tex" Cobb Auto approved by orig/apprvr:
Approved 06/07/24 Temetra Trail Auto approved by orig/apprvr:
Queued 06/07/24 Albert Rodriguez Auto approved by orig/apprvr:

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Bill To OK COUNTY - DISTRICT 1 7321 NE 23rd St. OKLAHOMA CITY, OK 73141	Requisition 12406885-00 FY 2024 Acct No: 10191000-54047 Review: Buyer: 6065d1temtra Status: Released
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Vendor OKLAHOMA COUNTY HWY DIS1 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
06/07/24	000135				District #1

LN	Description / Account	Qty	Unit Price	Net Price
Queued	06/07/24 Deborah McDonald			Auto approved by orig/apprvr:
Queued	06/07/24 Maria Pinley			Auto approved by orig/apprvr:
Queued	06/07/24 Rikki Bennett			Auto approved by orig/apprvr:
Queued	06/07/24 Sheena McGrady			Auto approved by orig/apprvr:
Queued	06/07/24 Chantel Boso			Auto approved by orig/apprvr:
Pending	Chantel Boso			Auto approved by orig/apprvr:
Pending	Ashley Franklin			Auto approved by orig/apprvr:
Pending	Ashley McMichael			Auto approved by orig/apprvr:
Pending	Lauren Adkison			Auto approved by orig/apprvr:
Pending	Long Tran			Auto approved by orig/apprvr: