County Request No. 240

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 priviledge. Opinions that are privileged should not be disclosed to anyone or the priviledge 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: 04/24/2025 Department: District 1

State the nature of the legal request:

Please review the legality of the following General Mutual Cooperation Agreement between the Oklahoma County Board of County Commissioners and Crooked Oak Public Schools.

RECEIVED
APR 24 2025
CIVIL DIVISION
DISTRICT ATTORNEY

County Officer or Department Director

Reply of District Attorney's Office:

Reviewed

Date of Reply: 4/24/25

Assistant District Attorney

GENERAL MUTUAL COOPERATION AGREEMENT

CROOKED OAK PUBLIC SCHOOLS
OF OKLAHOMA COUNTY, OKLAHOMA
&
THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective July 1, 2025, between the **CROOKED OAK PUBLIC SCHOOLS OF OKLAHOMA COUNTY, OKLAHOMA,** 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").

RECITALS:

WHEREAS, 19 O.S. Section 339, paragraph 18, authorizes the County to utilize county-owned equipment, labor and supplies at their disposal on property owned by the county, public schools, two-year colleges or technical branches of colleges that are members of The Oklahoma State System of Higher Education; and

WHEREAS, the School wishes to call upon the County from time to time to use the County's equipment, labor and supplies to assist the School District with parking areas, playgrounds, athletic fields, access roads, drainage areas, and other areas on property that is owned by the School; and

WHEREAS, the School and the County wish to enter into an agreement providing for the County's assistance to the School to the extent permitted by law, and

WHEREAS, the School and the County find that it is to the mutual benefit to both the School and the County to enter into this agreement; and

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

1. **COUNTY'S WORK**: The County may, at their discretion, perform the requested work on property that is owned by the School, subject to the terms of this agreement.

2. **SCHOOL'S WRITTEN REQUESTS**: The School must submit written requests to the County regarding particularly described property for which the School District needs assistance in reconstruction, improvement, repair or maintenance. Said requests shall adequately and specifically describe the location and the specific type of assistance needed from the County and describe the anticipated period of time that such assistance shall be needed. If the County approves the School District's request for assistance, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. **SCHOOL'S DUTY**: The School understands and agrees that this Agreement in no way relieves the School from their primary duty to maintain the property which is the subject of any agreement in a safe manner for the welfare of the students and public.

4. **REIMBURSEMENT:** The school shall furnish to the County the funds to pay for 100% of material costs associated with the project as required by Title 19, Section 359 or any other applicable law. Additionally, subject to the Specific Agreement, the School may reimburse the County for all or a portion there of for labor, equipment, engineering costs.

5. **TORT LIABILITY**: Each party will be solely responsible for the acts or omissions of each party's officials, employees or agents performing this Agreement, subject to the limitations described in the Oklahoma Governmental Tort Claims Act, title 51, Sections 151 *et seq*, and shall not be responsible for the acts or omissions of the other, subject to the provisions of paragraph 3 above. Each party reserves all rights and defenses available at law or in equity.

6. **NO AGENCY**: All persons acting for the County or the School District in performance of this agreement will, at the time of such action, be an official, employee or agent of their respective public bodies. The parties agree that nothing contained in this Agreement will be construed as creating an employment or agency relationship between the parties or between the officials, agents, and employees of either party.

7. **THIRD PARTY BENEFICIARIES**: The parties do not intent to create any rights in any third parties by entering into this Agreement.

8. **OWNERSHIP OF PROPERTY UPON WHICH WORK IS REQUESTED**: The School District avers that the School District owns the property on which the requested work is to be performed.

9. **AMENDMENT OR ASSIGNMENT**: This Agreement may not be amended or assigned by either party without the prior express written agreement of both parties.

10. **ENTIRE AGREEMENT**: It is mutually understood and agreed by the parties that this Agreement contains all of the covenants, stipulations, and provisions contemplated by the parties, and no employee, agent or other person has authority to alter or change the terms hereof, except as provided herein, and no party is or will be bound by any statement of representation not in conformity with this Agreement.

11. **COUNTERPART ORIGINALS**: This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until both parties have executed and delivered the Agreement.

12. **TERMS OF AGREEMENT**: This Agreement shall commence on July 1, 2025, and continue through June 30, 2026. Either party may sooner terminate this Agreement by prior written notice to the other party.

APPROVED AND ADOPTED BY THE CROOKED OAK PUBLIC SCHOOLS OF OKLAHOMA COUNTY, OKLAHOMA this _____ day of _____.

CROOKED OAK PUBLIC SCHOOLS
OF OKLAHOMA COUNTY, OKLAHOMA,

By _____
President – School Board

By _____
Superintendent

ATTEST:

_____
Board Clerk

COUNTY

APPROVED by the Board of County Commissioners this _____ day of _____.

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 _____.

Assistant District Attorney