

**AGREEMENT FOR SPECIFIC ASSISTANCE BETWEEN**

**OKLAHOMA CITY PUBLIC SCHOOLS**

**&**

**THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

**THIS AGREEMENT** (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the **OKLAHOMA CITY 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, 2024 and ending June 30, 2025; and

**WHEREAS**, the School, is requesting the removal of an existing road and parking lot as well as the removal of an old swimming pool at the new Belle Isle High School location at 221 E Wilshire Blvd, Oklahoma City, OK; 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 Thirty-One Thousand Six Hundred Ninety-Six Dollars and Zero Cents (\$31,696.00), and in no event to exceed Thirty-One Thousand Six Hundred Ninety-Six Dollars and Zero Cents (\$31,696.00) without further written agreement; and

**WHEREAS**, Oklahoma County Highway Cash will be made 100% whole with the School reimbursing the County for all labor, equipment, and materials associated with this project at an estimated cost of Thirty-One Thousand Six Hundred Ninety-Six Dollars and Zero Cents (\$31,696.00); and

**WHEREAS**, this agreement is authorized and provided for by Oklahoma Statutes, specifically by Oklahoma Statutes Title 19, 339 (18) 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 2024. 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: removal of an existing road and parking lot as well as the removal of an old swimming pool at the new Belle Isle High School location at 221 E Wilshire Blvd, Oklahoma City, OK

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 Thirty-One Thousand Six Hundred Ninety-Six Dollars and Zero Cents (\$31,696.00) as 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. Obtain any necessary permits (City, State, or Federal)
- IV. Provide necessary plans to accomplish work
- V. Reimburse the County for actual labor, equipment, surveys, materials, traffic control, and subcontractors as necessary to complete the work/project in an amount not to exceed Thirty-One Thousand Six Hundred Ninety-Six Dollars and Zero Cents (\$31,696.00)

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 Oklahoma City Public Schools of Oklahoma County, Oklahoma this*  
\_\_\_\_\_ *day of* \_\_\_\_\_, 2024.

**OKLAHOMA CITY PUBLIC SCHOOLS**

By \_\_\_\_\_  
Superintendent of School or Authorized Agent

ATTEST:

\_\_\_\_\_  
Board Clerk

COUNTY

*ADOPTED AND APPROVED by the Board of County Commissioners this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.*

**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 \_\_\_\_\_, 2024.*

\_\_\_\_\_  
Assistant District Attorney

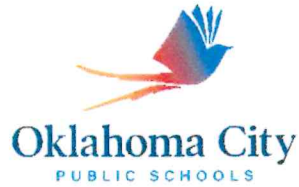


Scope of Work for Work Order Number: 22768

Activity: 66020 - GENERAL LABOR - SCHOOL  
OKCPS - Belle Isle School District - - Northside Demo

Cost Type	Task	Description	Qty.	Rate	Amount
Equipment	1	DA302-00247 - 2024 Freightliner w/ 15' Dump Body	80.0000	94.94	\$7,595.20
Equipment	1	DA327-00104 - 2016 JOHN DEERE EXCAVATOR	80.0000	253.26	\$20,260.80
<b>Equipment for Task 1 - OKCPS - Belle Isle School District - - Northside Demo</b>			<b>Sub Totals:</b>		<b>\$27,856.00</b>
<b>Equipment Sub Totals:</b>					<b>\$27,856.00</b>
Labor	1	Equipment Operator Labor Rate	160.0000	24.00	\$3,840.00
<b>Labor for Task 1 - OKCPS - Belle Isle School District - - Northside Demo</b>			<b>Sub Totals:</b>		<b>\$3,840.00</b>
<b>Labor Sub Totals:</b>					<b>\$3,840.00</b>
<b>Labor &amp; Equipment &amp; Overhead Combined Total:</b>					<b>\$31,696.00</b>
<b>Supply, Inventory, Outsourcing Sub Total:</b>					
<b>Contingency (Amount):</b>					<b>\$0.00</b>
<b>Grand Totals:</b>					<b>\$31,696.00</b>

Estimate Created By: \_\_\_\_\_



December 18, 2024

Joe Blough,

Oklahoma City Public Schools is requesting that Oklahoma County District 1 provide equipment and labor to remove existing road and parking lot east of N.E. 82<sup>nd</sup> ST. Also, the removal of the old swimming to the north of that parking lot. This work is to be done at the new Belle Isle High School location at 221 E Wilshire Boulevard. OKCPS will reimburse Oklahoma County District 1 for the cost for the equipment and labor for a total estimate of \$31,696.00. We would appreciate the assistance from Oklahoma County District 1.

**Garry W Jewell**

**Director of Capital Projects**

*Oklahoma City Public Schools*

*2500 NE 30<sup>th</sup> Street, Oklahoma City, OK 73111*

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