

County Request No. 155

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: 03/26/2026 Department: District 1

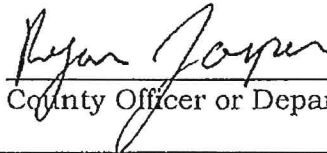
State the nature of the legal request: _____

Please review the attached specific assistance agreement between the Board of County Commissioner and the City of Nicoma Park as to form and legality.

RECEIVED

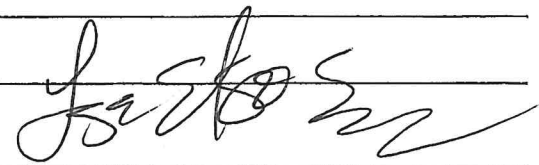
MAR 26 2026

CIVIL DIVISION
DISTRICT ATTORNEY


County Officer or Department Director

Reply of District Attorney's Office: _____

Date of Reply: 3/26/2026


Assistant District Attorney

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, 2025 and ending June 30, 2026; 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 clearing, grubbing, and dirt work for future walking trails 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 clearing, grubbing, and dirt work for future walking trails to benefit the Nicoma Park Municipal Park;

WHEREAS, Oklahoma County Highway Cash will be made 100% whole with District 1 General Funds reimbursing labor and equipment costs in an amount not to exceed Sixteen Thousand Ninety-Two Dollars and One Cent (\$16,092.01) and the MUNICIPALITY reimbursing all material and remaining labor and equipment costs in an amount not to exceed Fifty Thousand Dollars (\$50,000.00); 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, clearing, grubbing, and dirt work for future walking trails 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 a certain amount of labor and equipment in an amount not to exceed Sixteen Thousand Ninety-Two Dollars and One Cent (\$16,092.01) as outlined in the project estimates. (See Attachment "A")

B. The MUNICIPALITY shall –

1. Provide for joint inspection and oversight of project.
2. Reimburse COUNTY for the remaining costs of labor and equipment and 100% of materials in an amount not to exceed Fifty Thousand Dollars (\$50,000.00)

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, 2026. 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 _____, 2026.

ATTEST:

City Clerk

By _____
Mayor

REVIEWED as to form and legality this _____ day of _____, 2026.

City Attorney

COUNTY

APPROVED by the COUNTY this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY, OKLAHOMA

By _____
Chairman

ATTEST:

By _____
Member

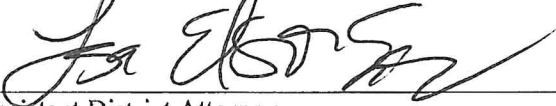
COUNTY Clerk

By _____
Member

APPROVED:

COUNTY Engineer

APPROVED as to form and legality this 26 day of March, 2026.



Assistant District Attorney



Project Work Order Estimate

Thursday, March 26, 2026

Scope of Work for Work Order Number: 22748

Page: 1

Activity: 66030 - GENERAL LABOR-TOWN
Special Project - Nicoma Park City Park. Clearing, Grubbing and Dirt Work for Future Walking Trails.

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	DA312-00114 - 2013 JOHN DEERE 624 K LOADER	20.0000	95.09	\$1,901.80
Equipment	1	DA323-00105 - 2015 JOHN DEERE 650K CRAWLER DOZER	40.0000	125.64	\$5,025.60
Equipment	1	DA327-00104 - 2016 JOHN DEERE EXCAVATOR	80.0000	253.26	\$20,260.80
Equipment for Task 1 - Special Project - Nicoma Park City Park. Clearing, Grubbing and Dirt Work for Future Walking Trails.			Sub Totals:		\$34,783.40
Equipment Sub Totals:					\$34,783.40
Labor	1	Laborer Rate	80.0000	19.75	\$1,580.00
Labor	1	Equipment Operator Labor Rate	140.0000	24.00	\$3,360.00
Labor for Task 1 - Special Project - Nicoma Park City Park. Clearing, Grubbing and Dirt Work for Future Walking Trails.			Sub Totals:		\$4,940.00
Labor Sub Totals:					\$4,940.00
Labor & Equipment & Overhead Combined Total:					\$39,723.40
Materials	1	3" Crushed Concrete	100.0000	9.23	\$923.00
Materials	1	1 1/2" Crusher Run	500.0000	32.80	\$16,397.50
Materials	1	Pipe, 2 2/3 36"X24'	24.0000	35.13	\$843.12
Materials	1	Silt Fence	1.0000	1,500.00	\$1,500.00
Materials for Task 1 - Special Project - Nicoma Park City Park. Clearing, Grubbing and Dirt Work for Future Walking Trails.			Sub Totals:		\$19,663.62
Materials Sub Totals:					\$19,663.62
Supply, Inventory, Outsourcing Sub Total:					\$19,663.62
Contingency (10.00%):					\$5,938.70
Grand Totals:					\$65,325.72

Estimate Created By: _____



City of Nicoma Park

2221 Nichols Drive~ P.O. Box 250 ~ Nicoma Park, Oklahoma 73066

Phone: 405-769-5673 Fax: 405-769-1041

www.nicomapark.org

December 12, 2024

Oklahoma County District #1
Attn: Brian Jasper

Mr. Jasper,

The City of Nicoma Park would like to request county assistance with Phase 1 of the development of our community park located on 23rd & Hiwassee.

We appreciate our partnership with the county and would very much appreciate any assistance on this development that the county can provide.

Sincerely,

Mark Cochell
Mayor
City of Nicoma Park

```

=====
Bill To                               Requisition 12605877-00 FY 2026
OK COUNTY - DISTRICT 1
7321 NE 23rd St.
                                     Acct No:
                                     10191000-54047
OKLAHOMA CITY, OK                   Review:
73141                                 Buyer: 6065d1temtra
                                     Status: Released
                                     Page 1
=====

```

```

=====
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
03/26/26	1000135				District #1

LN	Description / Account	Qty	Unit Price	Net Price
001	NOC Project Reimbursement w/o 27916 Nicoma Park City Park.	1.00 EACH	16092.01000	16092.01
1	10191000-54047		16092.01	

```

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 16092.01

```

```

***** General Ledger Summary Section *****
Account                               Amount Remaining Budget
10191000-54047                        16092.01 20766.88
District #1                            Project Reimbursement

```

```

***** Approval/Conversion Info *****
Activity Date Clerk Comment
Approved 03/26/26 Mike "Tex" Cobb Auto approved by orig/apprvr:
Approved 03/26/26 Temetra Trail Auto approved by orig/apprvr:
Queued 03/26/26 Albert Rodriguez Auto approved by orig/apprvr:
Queued 03/26/26 Bailey Owens Auto approved by orig/apprvr:
Queued 03/26/26 Brooke Smith Auto approved by orig/apprvr:

```

Bill To OK COUNTY - DISTRICT 1 7321 NE 23rd St. OKLAHOMA CITY, OK 73141	Requisition 12605877-00 FY 2026 Acct No: 10191000-54047 Review: Buyer: 6065d1temtra Status: Released	Page 2
---	---	--------

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/26	1000135				District #1

LN	Description / Account	Qty	Unit Price	Net Price
Queued	03/26/26 Deborah McDonald		Auto approved by orig/apprvr:	
Queued	03/26/26 Maria Pinley		Auto approved by orig/apprvr:	
Queued	03/26/26 Sheena McGrady		Auto approved by orig/apprvr:	
Queued	03/26/26 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:	