

AGREEMENT FOR SPECIFIC ASSISTANCE BETWEEN
THE CITY OF EDMOND
AND
THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

This Agreement is entered into this ____ day of _____, 2025, by City of Edmond, and the Board of County Commissioners of Oklahoma County, and is to be considered an addendum to the original General Mutual Cooperation Agreement made between the same parties. 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, Coffee Creek, a county section line road, a portion of which belonging to City of Edmond, between Bryant and Broadway needs reconstruction, repair, and/or improvement; and

WHEREAS, the parties have previously entered into a General Mutual Cooperation Agreement allowing for Oklahoma County to assist City of Edmond in reconstruction, repair, improvement, and/or maintenance of county section line roads and bridges which covers the fiscal year beginning July 1, 2024, and ending June 30 2025; and

WHEREAS, it is in the mutual interest and benefit of City of Edmond and Oklahoma County to share in making this reconstruction, repair, and/or improvement to the aforementioned segment of the county line road; and

WHEREAS, City of Edmond desires to retain the use of Oklahoma County's equipment, materials, personnel and subcontractors to reconstruct, repair or improve that portion of the aforementioned segments of road; and

WHEREAS, Oklahoma County agrees to provide the equipment, materials, personnel and subcontractors for the project at an *estimated* cost of **\$880,000.00**. Any changes or additions to Attachment "A" will require a supplemental agreement except for bid items as reflected in Oklahoma County's six-month materials bids. These will be revised according to when the project incurs the material costs; The not to exceed cost will be adjusted to reflect increases and decreases in costs paid by the County for contract items used to complete this project during future contract periods without approval, regardless of cause. and

WHEREAS, City of Edmond agrees to pay Oklahoma County 100% of the actual cost but not to exceed **\$880,000.00** for reconstructing the above referenced mile of roadway; and

WHEREAS, this agreement is authorized and provided for by Oklahoma Statutes, specifically by 69 O.S. § 621 and §1903(B); and,

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

TERMS AND CONDITIONS OF AGREEMENT:

1. **PURPOSE OF AGREEMENT:** This agreement is a part of and an addendum to the original Mutual Cooperation Agreement entered between the parties for the Fiscal Year of 2024-2025. The Purpose of this agreement is to define the cost share responsibility of rebuilding approximately one mile of Midwest Blvd between Coffee Creek and Covell. The city of Edmond shall contribute 100% of the actual cost for this reconstruction.
2. **DESCRIPTION OF SERVICE:**
 - A. **OKLAHOMA COUNTY SHALL:**
 - i. Administer the agreement.
 - ii. Agree to incur the costs for labor, equipment, surveys, materials, traffic control, and subcontractors as necessary to complete the work/project for an amount estimated amount of **EIGHT HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$880,000.00)** as outlined in the attached project estimates. (See attachment "A").
 - iii. Provide joint oversight and inspection of the project.
 - B. **CITY OF EDMOND SHALL:**
 - i. Administer the agreement.
 - ii. City of Edmond shall reimburse Oklahoma County 100% of actual cost up to a maximum amount of **EIGHT HUNDRED EIGHTY THOUSAND DOLLARS AND NO CENTS (\$880,000.00)** as outlined in the attached project estimates.
 - iii. Provide for joint inspection and oversight of project.
3. **AUTHORIZED ADMINISTRATOR(S):** For purposes of administering this agreement, the Road Superintendent of Oklahoma County's District No. 3, and City of Edmond shall be 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 project, other than that already owned by Oklahoma County.
4. **RIGHTS OF WAY:** City of Edmond represents and warrants to Oklahoma County that City of Edmond owns, leases, or holds beneficial easements on any and all real property involved in the project and work to be performed by Oklahoma County. In the event that any person or entity attempts to hold Oklahoma County liable for work done on the property subject to this specific agreement, City of Edmond agrees to defend and indemnify Oklahoma 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 the 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 for the fiscal year of 2024-25.

6. **COMMENCEMENT OF PROJECT:** The project shall commence after the agreement has been fully executed and based on the availability of Oklahoma 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, City of Edmond 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 must enter into another written Agreement.
8. **INDEMNIFICATION:** Other than the defend and indemnify provisions outlined in paragraph # 4 "Rights of Way", 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 City of Edmond of their primary statutory duties to maintain said street(s) in a reasonably safe condition for travel by the public, 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, titled, 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 Oklahoma County, City of Edmond shall reimburse Oklahoma 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 City of Edmond.

CITY OF EDMOND

APPROVED by the City of Edmond this _____ day of _____.

CHAIRMAN

ATTEST:

City Clerk

APPROVED as to form and content this _____ day of _____.

Edmond

BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY

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

CHAIRMAN

MEMBER

ATTEST:

MEMBER

Maressa Treat, County Clerk

APPROVED as to form and content this _____ day of _____.

Assistant District Attorney