

AGREEMENT FOR SPECIFIC ASSISTANCE BETWEEN
MID-DEL PUBLIC SCHOOLS
&
THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS AGREEMENT (Agreement) is entered into this ____ day of _____, 2025, between the **MID-DEL 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, Mid-Del Schools is in need of assistance constructing an access road between the parking lot West of the Carl Albert football stadium and the parking lot South of the football stadium located at 2515 S. Post Rd., Midwest City, OK 73130 behind Carl Albert Middle School, on school property; 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, materials, 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, labor and subcontractors for the project at an estimated cost of Seventy-Seven Thousand Four Hundred One Dollars and Seventy-Three Cents (\$77,401.73), and in no event to exceed Eighty-Five Thousand One Hundred Forty-One Dollars and Ninety Cents (\$85,141.90), without further written agreement; and

WHEREAS, the school shall reimburse the County for the costs of equipment, materials, labor and subcontractors, at an estimated cost of Seventy-Seven Thousand Four Hundred One Dollars and Seventy-Three Cents (\$77,401.73), and in no event to exceed Eighty-Five Thousand One Hundred Forty-One Dollars and Ninety Cents (\$85,141.90), without further written agreement; 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

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 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, School 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.

BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA

By _____
Chairman

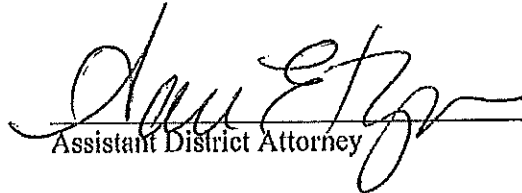
ATTEST:

By _____
Member

County Clerk

By _____
Member

APPROVED as to form and legality this 03 ^{April} day of ~~December~~ 2025.


Assistant District Attorney



Dr. Rick Cobb
Superintendent

Ian Wolfe
Executive Director of Operations

7217 S.E. 15th Street
Midwest City, OK 73110
(405) 737-4461

Mailing Address:
P.O. Box 10630
Midwest City, OK 73140
Fax: (405) 739-1754

To: Brain Jasper
From: Ian Wolfe
Date: 04/16/2025
RE: Request for assistance to build access road at Carl Albert Football Stadium.

Mid-Del Schools is requesting assistance to build an access road between the parking lot West of the Carl Albert Football stadium and the parking lot South of the football stadium. The stadium is located at 2515 S Post Rd, Midwest City, OK 73130 behind Carl Albert Middle School. The road is to facilitate construction at the middle school and stadium. Additionally, the road will improve access to the West parking lot as it currently only has one entry/exit road. This parking lot also serves the Reed Ballpark that is owned and operated by the City of Midwest City. The District has identified sufficient funds that with your assistance we can accomplish this project. We look forward to working on this project for the benefit to the community and the school.

Sincerely,

Ian Wolfe
Ian Wolfe, Executive Director of Operations

04/16/2025
Date



Project Work Order Estimate

Monday, March 24, 2025

Scope of Work for Work Order Number: 23574

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Activity: 66020 - GENERAL LABOR - SCHOOL

Special Project - Carl Albert Middle School Pick up Lane.

Cost Type	Task	Description	Qty.	Rate	Amount
Equipment	1	DA302-00244 - 2020 PETERBILT WATER TRUCK	12.0000	40.76	\$489.12
Equipment	1	DA320-00114 - 2005 BOMAG 120 AD SMOOTH DRUM ROLLER	8.0000	64.05	\$512.40
Equipment	1	DA320-00110 - 2003 HAMM 3412 P PADD FOOT ROLLER	24.0000	64.05	\$1,537.20
Equipment	1	DA312-00108 - 1996 JOHN DEERE 644G FRONT END LOADER	24.0000	76.62	\$1,838.88
Equipment	1	DA302-00247 - 2024 Freightliner w/ 15' Dump Body	80.0000	94.94	\$7,595.20
Equipment	1	DA320-00112 - 2005 HYPAC C530 AH PNEUMATIC ROLLER (ASPHALT)	16.0000	122.99	\$1,967.84
Equipment	1	DA307-00114 - 2020 JOHN DEERE 672G MOTOR GRADER	24.0000	164.35	\$3,944.40
Equipment	1	DA335-00107 - 2018 BOMAG RS360 RECYCLER	12.0000	197.31	\$2,367.72
Equipment	1	DA335-00110 - CATERPILLAR ASPHALT PAVER	16.0000	225.42	\$3,606.72
Equipment for Task 1 - Special Project - Carl Albert Middle School Pick			Sub Totals:		\$23,859.48
Equipment Sub Totals:					\$23,859.48
Labor	1	Laborer Rate	24.0000	19.75	\$474.00
Labor	1	Equipment Operator Labor Rate	248.0000	24.00	\$5,952.00
Labor for Task 1 - Special Project - Carl Albert Middle School Pick up			Sub Totals:		\$6,426.00
Labor Sub Totals:					\$6,426.00
Labor & Equipment & Overhead Combined Total:					\$30,285.48
Materials	1	S3 Recyded	350.0000	63.00	\$22,050.00
Materials	1	S4 Virgin	235.0000	74.75	\$17,566.25
Materials	1	SS1 Tack Oil	1.0000	500.00	\$500.00
Materials	1	Sod	1.0000	2,000.00	\$2,000.00
Materials	1	Cement Slurry	1.0000	5,000.00	\$5,000.00
Materials for Task 1 - Special Project - Carl Albert Middle School Pick			Sub Totals:		\$47,116.25
Materials Sub Totals:					\$47,116.25
Supply/Inventory/Outsourcing Sub Total:					\$47,116.25
Contingency (10.00%):					\$7,740.17
Grand Totals:					\$95,141.00

Estimate Created By: