

#789

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 11/17/2025

COUNTY DEPARTMENT MAKING REQUEST: Highway District #3

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Request for DA's assistance in approving as to form and legality a Specific Assistance Agreement between Logan County and Oklahoma County for assistance in the base stabilization of Forrest Hills Road between Portland and May. The Estimated Cost for this work is \$90,000.00 of which Logan County shall reimburse Oklahoma County 100% of actual cost. Logan County does not have the equipment or the manpower to complete this work. If there are any questions, please contact Bill McClung 405-713-2184

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office.

COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

_____ *Signed as to form + content*

**Vicki Behenna
DISTRICT ATTORNEY**

By: _____

For E. Behenna
11-20-2025

RECEIVED

NOV 17 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**



Hon. Commissioner Myles Davidson
Oklahoma County District Three

Scope of Work

WORK TO BE DONE BY OKLAHOMA COUNTY DIST #3

FOR Logan County

TOTAL ROAD RECONSTRUCTION W. Forrest Hills Road
Location: From Portland To May

Length in LF = 5,280 Width in LF = 24 Area in SY = 14,080

Item #	Description	Qty	Each	Unit	Price	Material	Labor	Equipt
1	Engineering Survey	-		LS	500.00		-	
2	Safety Signs	-	months	Ea	3,860.00		-	
3	Mobilization	1.00		LS	1,500.00		1,500.00	
4	Density Testing	-	-	LS	500.00	-	-	-
5	Ditch Work & Culvert Inst.							
	Big Track Hoe	-	80.00	Hrs	55.30			-
	Operator	-	80.00	Hrs	48.38		-	
	Backhoe	-	80.00	Hrs	43.46			-
	Operator	-	80.00	Hrs	48.38		-	
	Dump Truck	-	40.00	Hrs	79.62			-
	Driver	-	40.00	Hrs	40.24		-	
	Laborer	-	80.00	Hrs	29.44		-	
	Pick-up	-	80.00	Hrs	14.32			-
	Supervisor	-	80.00	Hrs	63.54		-	
6	Demolition							
	Big Track Hoe	-	-	Hrs	55.30			-
	Operator	-	-	Hrs	48.38		-	
	Cat Recycler/Grinder/Miller	-	24.00	Hrs	265.76			-
	Operator	-	24.00	Hrs	48.38		-	
	Motor Grader	-	24.00	Hrs	80.43			-
	Operator	-	24.00	Hrs	48.38		-	
	Hamm /Bomag Compactor (Sheeps Foot)	-	24.00	Hrs	24.09			-
	Operator	-	24.00	Hrs	48.38		-	
	Pneumatic Roller	-	24.00	Hrs	26.90			-
	Operator	-	24.00	Hrs	48.38		-	
	Cat Steel Roller	-	24.00	Hrs	24.09			-
	Operator	-	24.00	Hrs	48.38		-	
	Water Truck	-	24.00	Hrs	79.62			-
	Operator	-	24.00	Hrs	48.38		-	
	Dump Truck	-	24.00	Hrs	79.62			-
	Driver	-	24.00	Hrs	40.24		-	
	Pick-up	-	24.00	Hrs	14.32			-
	Supervisor	-	24.00	Hrs	63.54		-	
7	Subgrade Modify							
	Cat Recycler/Grinder	1.00	40.00	Hrs	265.76			10,630.40
	Operator	1.00	40.00	Hrs	48.38		1,935.20	
	Motor Grader	-	40.00	Hrs	80.43			-
	Operator	-	40.00	Hrs	48.38		-	
	Hamm /Bomag Compactor (Sheeps Foot)	-	40.00	Hrs	24.09			-
	Operator	-	40.00	Hrs	48.38		-	
	Pneumatic Roller	-	20.00	Hrs	26.90			-
	Operator	-	20.00	Hrs	48.38		-	
	Cat Steel Roller	-	-	Hrs	24.09			-
	Operator	-	-	Hrs	48.38		-	
	Water Truck	-	20.00	Hrs	79.62			-
	Operator	-	20.00	Hrs	48.38		-	
	Dump Truck	-	40.00	Hrs	79.62			-
	Driver	-	28.00	Hrs	40.24		-	
	Pick-up	1.00	40.00	Hrs	14.32			572.80
	Supervisor	1.00	40.00	Hrs	63.54		2,541.68	
8	Paving							
	Paving Machine	-	-	Hrs	76.41			-
	Operator	-	-	Hrs	48.38		-	
	Pneumatic Roller	-	-	Hrs	26.90			-
	Operator	-	-	Hrs	48.38		-	

	Steel Roller	-	-	Hrs	24.09			-
	Operator	-	-	Hrs	48.38		-	
	Compact Roller	-	-	Hrs	46.17			-
	Operator	-	-	Hrs	48.38		-	
	Skidsteer	-	-	Hrs	35.47			-
	Operator	-	-	Hrs	48.38		-	
	Dump Truck	-	-	Hrs	79.62			-
	Driver	-	-	Hrs	40.24		-	
	Traffic Control (Labor)	-	32.00	Hrs	29.44		-	
	Water Truck	-	20.00	Hrs	79.62			-
	Operator	-	20.00	Hrs	48.38		-	
	Laborers (Shovels)	-	-	Hrs	29.44			
	Pick-up	-	40.00	Hrs	14.32			-
	Supervisor	-	40.00	Hrs	63.54		-	
9	Miscellaneous, Cleanup and Closeout							
	Shouldering Machine	-	16.00	Hrs	44.27			-
	Laborers	-	16.00	Hrs	29.44		-	
	Motor Grader	-	16.00	Hrs	80.43			-
	Operator	-	16.00	Hrs	48.38		-	
	Dump Truck	-	16.00	Hrs	79.62			-
	Driver	-	16.00	Hrs	40.24		-	
	Concrete Intersection Installation	-	1.00	LS	178,000.00		-	
	Pick-up	-	16.00	Hrs	14.32			-
	Supervisor	-	16.00	Hrs	63.54		-	
	Mini Trackhoe	-		Hrs	55.30			-
10	Materials							
	30" culvert	-	1.00	LF	39.02	-		
	36" culvert	-	1.00	LF	51.33	-		
	Concrete (3000 psi)	-	1.00	Yds	150.00	-		
	Cement Slurry	225.00	1.00	Tons	303.00	68,175.00	-	-
	Asphalt (Type A)	-	1.00	Tons	84.19	-		
	Asphalt (Type B)	-	1.00	Tons	92.62	-	-	-
	Asphalt (Type C)	-	1.00	Tons	-	-		
	Tack Coat	-	1.00		-	-	-	-
	Silt Fence (3 ft x 100 ft)	-	1.00	ROLL	-	-	-	-
	Solid Slab Sodding	-	1.00	SF	0.42	-		
	ABC Stone	-	1.00	T	31.50	-		
	Rock-Rip-Rap	-	1.00	T	-	-		
9	Striping (Stop Bars)	-	1.00	T	11.55	-		
	Traffic Striping	-	1.00	LF	0.48	-		
	Shouldering	-	1.00	LF	15.00	-		
	Guard Rail	-	1.00	LF	-	-		
	Other	-	1.00	EA		-	-	-
Sub/Totals						68,175.00	5,976.88	11,203.20
5% Contingency						3,408.75	298.84	560.16
Totals						71,583.75	6,275.72	11,763.36
Misc. Contracting								
Grand Total						89,622.83		

Estimated duration of work = 90 working days

Target date of completion depends upon the work start

Estimates is based on the bid price dated: 7/1/2025 to 12/31/2025

In the event there are unforeseen major works to be undertaken during the actual field exercise, proper authorities will be informed and discuss the volume of work involved. It will be evaluated and corresponding decision will be determined.

Prepared by:
Randy Snow-Jeremy Bullock
Foreman/Assistant Superintendent

Approved by:
Superintendent

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

This Agreement is entered into this ____ day of _____, 2025, by and between Board of County Commissioners of Logan County, 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, W. Forrest Hills Road between Portland and May a Logan County road, 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 Logan County in reconstruction, repair, improvement, and/or maintenance of county section line roads and bridges which covers the fiscal year beginning July 1, 2025, and ending June 30 2026; and

WHEREAS, it is in the mutual interest and benefit of Logan County, Logan County requests Oklahoma County to assist in making this reconstruction, repair, and/or improvement to the aforementioned segment of the county road as part of a REAP GRANT Project; and

WHEREAS, Logan County 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 **\$90,000.00.** Any changes or additions to Attachment "A" will require a supplemental agreement; and

WHEREAS, Logan County agrees to pay Oklahoma County 100% of the actual cost 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 2025-2026. The Purpose of this agreement is to define the cost share responsibility of rebuilding one mile of Forrest Hills between May and Penn. Logan County 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 **NINETY THOUSAND DOLLARS AND NO CENTS (\$90,000.00)** as outlined in the attached project estimates. (See attachment "A"). As described, the prices in attachment "A" reflect bid pricing from 7-1-2025 through 12-31-2025, if prices change based on bids from 1-1-26 through 6-30-26, those prices will be used for final invoice if the work is completed after 1-1-2026.
 - iii. Provide joint oversight and inspection of the project.
 - B. **LOGAN COUNTY SHALL:**
 - i. Administer the agreement.
 - ii. Logan County shall reimburse Oklahoma County 100% of actual cost 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 Logan County Commissioner District 1 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:** Logan County represents and warrants to Oklahoma County that Logan County 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, Logan County 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 2025-26.

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, Logan County 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 "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 Logan County 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, Logan County 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 Logan County.

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 20 day of November 2025.


Okla. Co. Assistant District Attorney