

County Request No. 1107

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: 12/5/24 Department: Highway District 3

State the nature of the legal request: : Request for DA's assistance in approving as to form and legality a Specific Assistance Agreement between Edmond and Oklahoma County for reconstruction Midwest Blvd between Coffee Creek to Covell . The Estimated Cost for reconstruction of this 5280 linear feet of roadway is \$815,000.00 of which City of Edmond shall reimburse Oklahoma County 100% of actual cost not to exceed \$815,000.00. If there are any questions, please contact Bill McClung 405-713-2184

RECEIVED

DEC 09 2024

CIVIL DIVISION
DISTRICT ATTORNEY

Paul L. Lister
Signature

Reply of District Attorney's Office: _____

Revised

Date of Reply: 12/10/24

Paul E. Lister
Assistant District Attorney

**OKLAHOMA COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: District 3 REQUESTED BY: MYLES DAVIDSON

REQUISITION NO.: N/A REQUISITION SHEET ATTACHED: N/A

NAME OF FUNDS: _____

FUND NUMBERS: _____ / _____ / _____

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? _____ YES ☒ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 3

AGENDA ITEM READS AS FOLLOWS:

Discussion and possible action for approval of a Specific Assistance Agreement between the City of Edmond and the Board of County Commissioners of Oklahoma County to assist City of Edmond with reconstructing Midwest Blvd , a county section line road, between Covell and Coffee Creek. The total amount of project is not to exceed \$815,000 of which City of Edmond shall reimburse Oklahoma County 100% of actual project costs not exceed \$815,000. Requested by Myles Davidson, Commissioner District 3 and has been approved as to form and legality by Aaron Etherington, Assistant District Attorney.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: _____ YES _____ N/A

COUNTY CLERK: _____ YES _____ N/A

Indicate any privacy-protected information that exists _____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____

APPROVED BY:

CHAIRMAN



Hon. Commissioner Myles Davidson
Oklahoma County District Three

Scope of Work

WORK TO BE DONE BY OKLAHOMA COUNTY DIST #3

FOR

Midwest Boulevard

TOTAL ROAD RECONSTRUCTION & DRAINAGE

Location: From Covell

To

Coffee Creek

Length in LF =

5,400

Width in LF =

24 Area in SY =

14,400

Item #	Description	Qty	Each	Unit	Price	Material	Labor	Equip
1	Engineering Survey/Permits	1.00	-	LS	1,000.00		1,000.00	
2	Safety Signs	1.00	-	LS	1,500.00		1,500.00	
3	Mobilization	1.00	-	LS	2,500.00		2,500.00	
4	Density Testing	1.00	-	LS	3,000.00	3,000.00	-	-
5	Message boards	3.00	mo.	2 each	3,850.00		11,550.00	
Ditch Work & Culvert Inst.								
	Big Track Hoe	1.00	60.00	Hrs	\$100.52			6,031.20
	Operator	1.00	60.00	Hrs	45.70		2,742.00	
	Backhoe	1.00	60.00	Hrs	\$91.69			5,501.40
	Operator	1.00	60.00	Hrs	45.70		2,742.00	
	Dump Truck	1.00	60.00	Hrs	\$98.64		2,325.00	5,918.40
	Driver	1.00	60.00	Hrs	31.45		1,887.00	
	Laborer	1.00	60.00	Hrs	\$17.09			1,025.40
	Pick-up	1.00	60.00	Hrs	67.95		4,077.00	
	Supervisor	1.00	60.00	Hrs	57.19			915.04
	Mowing Tractor and Mowing Deck	16.00	1.00	Hrs	45.70		731.20	
	Operator	16.00	1.00	Hrs	96.88		-	
	Laborers (CEO)	-	2.00	Crew				
Demolition								
6	Big Track Hoe	-	-	Hrs	\$100.52			-
	Operator	-	-	Hrs	45.70		-	
	Cat Recycler/Grinder	1.00	40.00	Hrs	\$628.18			25,127.20
	Operator	1.00	40.00	Hrs	45.70		1,828.00	
	Motor Grader	1.00	40.00	Hrs	\$140.46			5,618.40
	Operator	1.00	40.00	Hrs	45.70		1,828.00	
	Hamm/Bomag Compactor (Sheeps Foot)	1.00	40.00	Hrs	\$64.73			2,589.20
	Operator	1.00	40.00	Hrs	45.70		1,828.00	
	Pneumatic Roller	1.00	40.00	Hrs	\$72.11			2,884.40
	Operator	1.00	40.00	Hrs	45.70		1,828.00	
	Cat Steel Roller	-	20.00	Hrs	\$72.11			-
	Operator	-	20.00	Hrs	45.70		-	
	Water Truck	1.00	20.00	Hrs	79.62			1,592.40
	Operator	1.00	20.00	Hrs	45.70		914.00	
	Dump Truck	1.00	40.00	Hrs	\$98.64			3,945.60
	Driver	1.00	40.00	Hrs	38.75		1,550.00	

	Culverts 36"		1.00	Feet		-		
	Bands	-	1.00	Ea		-		
	Concrete	40.00	1.00	Yds	162.00	6,480.00		
	Cement Slurry	300.00	1.00	Tons	288.00	86,400.00	-	
	Asphalt (Type S3)	2,430.00	1.00	Tons	96.35	234,130.50		-
	Asphalt (Type S5)	1,620.00	1.00	Tons	105.70	171,234.00	-	
	Asphalt (Type C)	-	1.00	Tons	-	-		-
	Track Coat	-	1.00	GAL	-	-	-	-
	Silt Fence (3 ft x 100 ft)	-	1.00	ROLL	-	-	-	-
	Solid Slab Sodding	32,000.00	1.00	SF	0.42	13,440.00		
	ABC Stone	500.00	1.00	T	31.50	15,750.00		
	Rock-Rip-Rap	-	1.00	T	-	-		
9	Striping (paint) Stop Bars	30.00	1.00	LF	16.03	480.90		
	Traffic Striping	22,000.00	1.00	LF	1.10	24,200.00		
	Shouldering	320.00	1.00	LF	15.00	4,800.00		
	Guard Rail	-	1.00	LF	-	-		
	Other	-	1.00	EA		-		-

10.0%	Sub/Totals	559,915.40	65,733.40	111,656.44
Totals	Contingency	55,991.54	6,573.34	11,165.64
Misc. Contracting		615,906.94	72,306.74	122,822.08
Grand Total	811,035.76			

Estimated duration of work = 60 working days

Target date of completion depends upon the work start

Estimates is based on the bid price dated: 7/1/2024 to 12/31/2024

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/Asst. Supt.
Approved by: Bill McClung /Supt.

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 _____, 2024, 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, Midwest Blvd, a county section line road, a portion of which belonging to City of Edmond, between Coffee Creek and Covell 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 **\$815,000.00**. 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 \$815,000.00 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 FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$815,000.00)** 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 FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$815,000.00)** 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

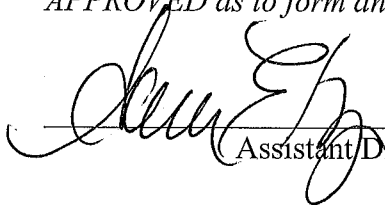
MEMBER

ATTEST:

MEMBER

Maressa Treat, County Clerk

APPROVED as to form and content this 10 day of Dec.



Assistant District Attorney