

County Request No. 531

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: 07/23/2025 Department: District 2

State the nature of the legal request: _____

Review as to legality and form - Agreement for Specific Assistance between the City of Oklahoma City and the BOCC of Oklahoma County regarding road repair at NE 36th St between Youngs Rd and Henney Rd

RECEIVED

JUL 23 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

Brandi Mertens, Chief Deputy D2

County Officer or Department Director

Reply of District Attorney's Office: _____

Ruvuca

Date of Reply: 7/23/25 _____

[Signature]
Assistant District Attorney

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

This Agreement, PJ-OK-0162, is entered into by and between the City of Oklahoma City, hereinafter referred to as "Municipality" and the Board of County Commissioners of Oklahoma County, hereinafter referred to as the "County".

RECITALS

WHEREAS, a road belonging to the municipality, located at Northeast 36th Street between Youngs Road and North Henney RD, is in need of repair, and/or improvement; and

WHEREAS, it is in the mutual interest and benefit of the Municipality and the County to share in making this reconstruction, repair, and/or improvement to the aforementioned segment of Road; and

WHEREAS, the Municipality desires to contract with the County to reconstruct, repair or improve that portion of the aforementioned segment of Road; and

WHEREAS, the County agrees to provide the labor, equipment, surveys, materials, traffic control, personnel and subcontractors for the project at an *estimated* cost of Twenty-Five Thousand Dollars and No Cents (\$25,000.00); and

WHEREAS, the Municipality agrees to reimburse the County for 100% of the actual documented material costs incurred by the County, but in no event will said reimbursement exceed \$25,000.00 without further written approval of the City Engineer for the Municipality ("City Engineer"); and

WHEREAS, this Agreement is authorized and provided for by Oklahoma Statutes, specifically by 69 O.S. § 603 and 11 O.S. §36-113; 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:** The purpose of this Agreement is to permit the County to assist the Municipality with road improvement, repair, or maintenance of the Road within the Municipality, such Road being more specifically described as: Northeast 36th Street between Youngs Road and North Henney RD, (0.01 Mile).

2. **DESCRIPTION OF SERVICE:**

A. 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 Road project as described on **Attachment "B"** at an *estimated* cost of Twenty-Five Thousand Dollars and No Cents (\$25,000.00), without further written approval of the City Engineer for the Municipality ("City Engineer") as outlined in the Estimates on **Attachment "B"**. **Attachments "A", Location Map, and Attachment "B", Cost Estimate** are incorporated into this Agreement by reference.
- iii. Provide joint oversight and inspection of the Road project.
- iv. Complete the work within 90 working days.

B. MUNICIPALITY SHALL:

- i. Upon completion of the Road project and receipt of invoicing from the County, Municipality shall reimburse the County for 100% of the actual documented costs, as shown on Attachment "B," for, materials, in an amount not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00) as outlined in the Estimates on **Attachment "B"**, without written approval of the City Engineer and amendment of this Agreement by the Municipality.
- ii. Provide 120' Polypropylene Pipe (Grey) pipe for project
- iii. Provide for joint inspection and oversight of project.

3. **AUTHORIZED ADMINISTRATOR(S):** The Chief Deputy of County's District No. 2, and the City Engineer shall be responsible for administering this Agreement for the respective parties. Also, it is expressly understood that County shall have no right, claim or title to any real or personal property used in this Road project, other than that already owned by County.

4. **RIGHTS OF WAY:** Municipality represents and warrants to County that Municipality owns, leases, or holds beneficial easements on any and all real property involved in the Road project and work to be performed by County. In the event that any person or entity attempts to hold County liable for work done on property said person claims he/she owns but which is property the Municipality mistakenly claims to own or hold leases or easement to pursuant to this Agreement, the Municipality agrees to be responsible for any such taking or inverse condemnation related thereto, also including attorney fees and costs, to the extent allowed by Oklahoma law.

5. **COMMENCEMENT OF AGREEMENT:** This Agreement shall commence on the date on which the Agreement is executed in writing by the last party hereto and will continue through the completion of the Road Project.

6. **COMMENCEMENT OF PROJECT:** The Road 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 upon execution of this Agreement by the Municipality, \$25,000.00 will be encumbered by the Municipality. Payments

will be made from said encumbrance as invoices for actual documented costs from the County are submitted. Said invoices shall meet the requirements of Section 2-801 of the Oklahoma City Charter.

8. **INDEMNIFICATION:** Each party shall only be liable for their own negligence, acts or omissions, or the negligence, acts or omissions of their respective employees. Neither party shall be required to indemnify another party for the same. The parties understand and agree that this Agreement in no way relieves the Municipality of its primary statutory duties to maintain the Road in a reasonably safe condition for travel by the public, including for the duration of the above described Road project.
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 Agreement, which includes Attachments "A" and "B", 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. No party shall be bound by any statement or representation not in conformity with this written agreement. This document shall govern in case of any conflict between its provisions and the provisions of this Agreement and/or Attachments "A" and "B".
18. **TERMINATION OF AGREEMENT:** Prior to commencement of the Road 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 Road 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 County, Municipality shall reimburse the County for any work already performed. Otherwise, this Agreement shall terminate automatically upon completion of the Road project and upon receipt of the final payment of the County's actual documented costs by the Municipality.

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

APPROVED by the Board of County Commissioners, Oklahoma County this _____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA**

Jason Lowe, Commissioner, District 1

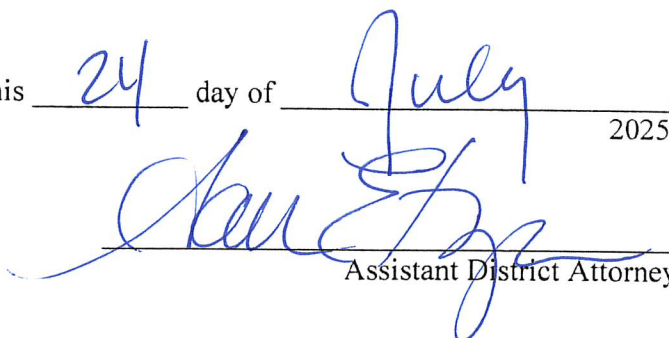
Brian Maughan, Commissioner, District 2

Myles Davidson, Commissioner, District 3

ATTEST:

County Clerk

APPROVED as to form and legality this 24 day of July, 2025.



Assistant District Attorney

CITY OF OKLAHOMA CITY

APPROVED by the Mayor and Council of the City of Oklahoma City this _____ day
of _____, 2025.

THE CITY OF OKLAHOMA CITY

ATTEST:

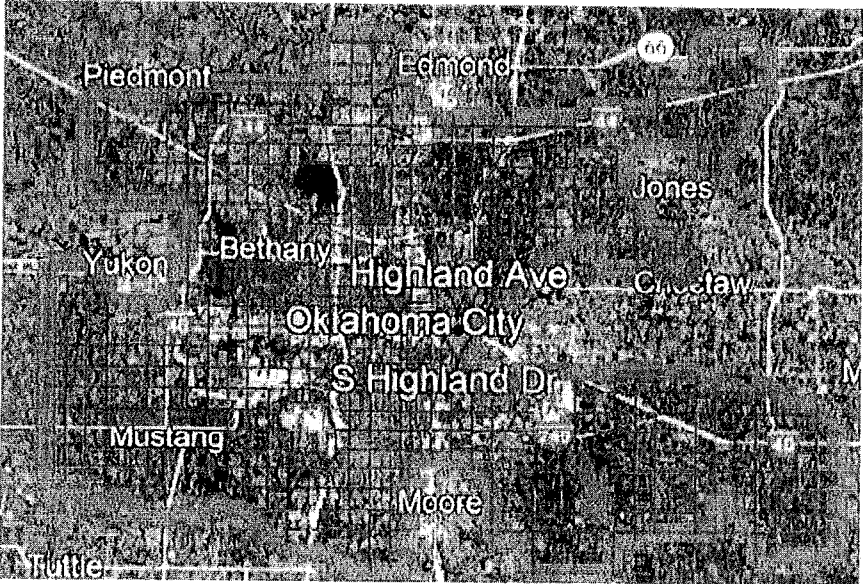
City Clerk

Mayor

APPROVED as to form and legality.

Assistant Municipal Counselor

Attachment "A"
(Diagram/Map of Project Design, Project Location, Project Limits and City Limits)





**Commissioner Brian Maughan
Oklahoma County District 2
Scope of Work**

Project: Drainage Repair
 Municipality: City of OKC
 Location: NE 36th St West of Henney Rd

Item #	Description	Qty	Unit	Price Per Unit	Material Costs
	Materials				
	Type B Recycled	30.00	T	65.60	1,968.00
	42" HP (Provided by OKCPW)	120.00	FT	96.00	11,520.00
	Flowable Fill	30.00	CY	158.00	4,740.00
	1 1/2" Crusher Run	285.00	T	33.00	\$ 9,405.00
	12" Rip Rap	36.00	T	59.25	\$ 2,133.00
				S/Totals	\$ 29,766.00
			10.00%	Contingency	\$ 2,976.60
				Provided Materials	\$ (11,520.00)
				Total Materials	\$ 21,222.60

Estimated duration of work: 1 Day

Estimates based on the bid price date 7/1/2025 to 12/31/2025

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

Prepared by:
KEN WALLACE, Superintendent
Oklahoma County District 2