

#857

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.

REQUESTED BY: Stacey Trumbo

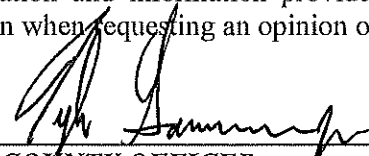
DATE OF REQUEST: 11/10/21

COUNTY DEPARTMENT MAKING REQUEST: Engineering

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Discussion and possible action to approve Agreement between the Oklahoma County Public Building Authority and Patrick Glenn to provide appraisal services necessary for the parcels at 301 N Harvey Ave. not to exceed two thousand seven hundred fifty dollars (\$2750.00). Requested by Stacey Trumbo, PE, County Engineer, and has been approved as to form and legality by Gretchen Crawford, Assistant District Attorney.

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
for Stacey Trumbo

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

REPLY BY DISTRICT ATTORNEY: There was no "Attachment A"

attached - is there one? otherwise OK

and enclose
11-15-21
DA

DAVID PRATER
DISTRICT ATTORNEY

By: _____

RECEIVED

NOV 10 2021

CIVIL DIVISION
DISTRICT ATTORNEY

AGREEMENT TO PROVIDE APPRAISAL SERVICES

This agreement (hereinafter "AGREEMENT") is made by and between the **PUBLIC BUILDING AUTHORITY** (hereinafter "PBA") and **P. GLENN AND COMPANY** (hereinafter "CONSULTANT") for the purpose of contracting for appraisal services.

PBA desires to utilize CONSULTANT to provide appraisal services necessary for the parcels AT 301 N Harvey Ave. (See Attachment "A".)

PBA and CONSULTANT do hereby mutually agree as follows:

1. PBA agrees:

- A) To furnish CONSULTANT with the documents and information necessary to perform the appraisal services referenced in this AGREEMENT (hereinafter "SERVICES"). The scope for these SERVICES is described in Attachment "A" and is attached to this AGREEMENT.
- B) To pay CONSULTANT an amount not to exceed two thousand seven hundred fifty dollars (\$2750.00) for the SERVICES on the project.
- C) To pay CONSULTANT within thirty (30) days after which CONSULTANT has submitted monthly a properly documented and approved invoice identifying the SERVICES performed to the Project Manager or other designated party. Neither payment for, nor approval nor acceptance of any of the SERVICES shall release CONSULTANT from any of its obligations under this AGREEMENT. PBA may also retain ten percent (10%) of the amount invoiced by the CONSULTANT until completion of all SERVICES to the satisfaction of the PBA and acceptance of the work.

2. CONSULTANT agrees:

- A) To accept this assignment and devote the necessary time, effort and resources needed to provide those SERVICES necessary for the project, and CONSULTANT agrees that the SERVICES will be completed by and submitted to PBA as follows:

All Appraisal Reports Completed: December 15, 2021

- B) CONSULTANT further represents that the SERVICES shall be performed with that degree of skill and judgment normally exercised by other providers performing services of a similar nature. CONSULTANT agrees that the SERVICES shall not be further assigned, transferred or subcontracted.
- C) Time is of the essence for this project. CONSULTANT agrees to cooperate with PBA and all other parties associated with the project to ensure that quality products are delivered and that the agreed upon deadlines are met.
- D) To make such revisions to the work authorized in this AGREEMENT as necessary to correct errors appearing therein, when required to do so by PBA. No additional compensation will be paid for this work.
- E) To respond promptly to all requests for additional information and/or clarification of

information submitted, as determined necessary by PBA.

- F) CONSULTANT agrees to indemnify and save harmless PBA and all of the aforementioned officers and employees from all claims and liability of any nature whatsoever, arising from activities of itself, its agents, or employees performed under this agreement and which result from error, omission, or negligent act of consultant or any person employed or contracted by consultant. This includes, but is not limited to claims or suits involving negligence, property damage, and tortious interference with the contractual right of others, copyright or patent infringements. CONSULTANT shall also indemnify and save harmless PBA from any and all expense, including, but not limited to attorney fees which may be incurred by PBA in litigation or otherwise resisting said claim or liabilities which may be imposed on PBA as a result of such activities by consultant, its agents or employees.
- F) To comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, orders and decrees in any manner affecting the performance of this AGREEMENT.

3. It is further understood and mutually agreed to by and between PBA and CONSULTANT as follows:

- A) **THE RELATIONSHIP OF CONSULTANT TO PBA SHALL BE AT ALL TIMES AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE.** CONSULTANT shall be responsible to PBA for the ultimate results of the performance required hereunder, but is free to determine the means and manner in which the service is performed, including the hours of labor. The use of particular performance standards to ensure proper performance under this AGREEMENT shall in no event alter this relationship.
- B) Confidentiality of any information received or observed during the execution of this AGREEMENT shall be maintained and shall not be disclosed by CONSULTANT to third parties, except as may be required by law or court order.
- C) That in the event of unforeseen contingencies, major changes in the scope of work, character, or estimated total scope of the work to be performed, this AGREEMENT may be amended or extended in writing accordingly by a mutually acceptable supplemental agreement and shall not affect any other provision of this AGREEMENT not in conflict thereof.
- D) That in the event that CONSULTANT is not complying with the terms of this AGREEMENT, or the progress or quality of work is unsatisfactory, or for any other cause or reason as determined by PBA, PBA shall have the power to terminate this AGREEMENT and shall only be liable for SERVICES rendered at the time of termination, all of the foregoing to be determined by PBA. Any SERVICES performed or costs incurred after the date of termination are ineligible for payment.
- E) All documents prepared by CONSULTANT and all documents furnished to CONSULTANT by PBA, in whatever form or medium, shall be delivered to PBA upon completion or termination of the AGREEMENT. In the event of termination of this AGREEMENT, CONSULTANT shall be required to deliver to PBA all documents in connection with the AGREEMENT, including, without limitation, all work or partially completed work at the time of termination.
- F) The CONSULTANT is to maintain all books, documents, papers, accounting records and

other evidence pertaining to costs incurred and to make such materials available for inspection and copy to PBA upon reasonable notice during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and any supplement thereto or until pending litigation has been fully resolved, should that date occur later.

- G) In the event of a dispute between PBA and CONSULTANT over the interpretation or application of the terms of this AGREEMENT, the parties shall diligently continue to fulfill their respective obligations hereunder. If the parties are unable to resolve the dispute in a manner acceptable to both parties, either party may pursue resolution in an appropriate court of competent jurisdiction within the State of Oklahoma.
- H) The failure of PBA to insist upon any requirement of this AGREEMENT shall not relieve CONSULTANT of its obligations to fully comply with the requirements herein nor shall it be considered a waiver by PBA to assert or rely upon any such terms or rights on any future occasion.
- I) All representations and covenants of the parties shall survive the expiration of the AGREEMENT.
- J) In the event any one or more of the provisions contained in this AGREEMENT shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- K) This AGREEMENT constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.
- L) The signatories hereby represent and warrant that he or she has full and complete authority to enter into this AGREEMENT on behalf of PBA and the CONSULTANT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the respective dates noted herein, said AGREEMENT to be effective on the date executed by the authorized representative for PBA.

P. GLENN & COMPANY

By:


2021

Print Name: Patrick Glenn

Title: Appraiser

Date: 11/10/21

APPROVED this ____ day of _____, 2022

PUBLIC BUILDING AUTHORITY
OKLAHOMA COUNTY, OKLAHOMA

Chairman

Member

Member

ATTEST:

David B. Hooten, County Clerk

PO#

ATTACHMENT "A"



Matt Ralls

(405) 842-0100

WIGGIN
PROPERTIES, LLC

301 N Harvey Ave

10,720 SF of Office Space Available in Oklahoma City, OK



Oklahoma County



PURCHASE ORDER

22203073-00 FY 2022 H

BILL TO

OK CO ENGINEERING
320 ROBERT S KERR
ROOM 201
OKLAHOMA CITY

, OK 73102

VENDOR

PATRICK O GLENN
2723 NW 50TH ST
OKLAHOMA CITY, OK 73112

SHIP TO

OK CO ENGINEERING
320 ROBERT S KERR
ROOM 201
OKLAHOMA CITY, OK 73102

Requisition
12203329

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
11/10/21	003305			Engineer

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	NOC - Appraisal of property at 301 N Harvey	1.00		2,750.000	2,750.00
PO TOTAL					2,750.00

** END OF REPORT - Generated by Erin Moore **