

OKLAHOMA COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

(THE DEADLINE IS 1 WEEK PRIOR TO THE DATE THAT THE AGENDA IS TO BE POSTED)

DEPARTMENT: District 1 REQUESTED BY: Cody L. Compton

REQUISITION NO.: _____ REQUISITION SHEET ATTACHED: ☒ X ☐ YES ☐ N/A

NAME OF FUNDS:

FUND NUMBERS: _____ / _____ / _____

REVIEWED FOR PRIVACY-PROTECTED INFORMATION: ☐ YES ☒ X ☐ N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve the Agreement for Specific Assistance between Oklahoma County and the Oklahoma City Public School District pursuant to Title 19 O.S. § 339(18) and Title 19 O.S. § 359; to assist with construction of a new parking lot and rehab of an existing parking lot at F.D. Moon. County agrees to provide the equipment, materials, and personnel for the project at an estimated cost of One Hundred Twenty-Two Thousand One Hundred Sixty-Nine Dollars and Five Cents (\$122,169.05). Oklahoma County Highway Cash will be made 100% whole with District 1 General Funds (Req. 12205835) reimbursing Highway Cash for Thirty-Five Thousand Dollars (\$35,000) of the cost of labor & equipment. Additionally, the School will reimburse the County for the remaining labor and equipment costs and all materials associated with this project at an estimated cost of Eighty-Seven Thousand One Hundred Sixty-Nine Dollars and Five Cents (\$87,169.05) This Agreement shall be effective upon signature of both parties and shall terminate on June 30, 2022. Requested by Carrie Blumert, Commissioner, District No. 1

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)



ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

REVIEWED BY DA FOR PRIVACY-PROTECTED/SECURITY INFORMATION: ☐ YES ☐ N/A

REVIEWED BY COUNTY CLERK FOR PRIVACY-PROTECTED INFORMATION: ☐ YES ☐ N/A

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

DATE OF REQUEST: _____ APPROVED BY: _____
CHAIRMAN

AGREEMENT FOR SPECIFIC ASSISTANCE BETWEEN
OKLAHOMA CITY PUBLIC SCHOOLS
&
THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

THIS AGREEMENT (Agreement") is entered into this ____ day of _____, 2022, between the **OKLAHOMA CITY 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, 2021 and ending June 30, 2022; and

WHEREAS, the School, is requesting construction of a new parking lot and rehab of a current parking lot located at its F.D. Moon Middle School location; 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, 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, and personnel for the project at an estimated cost of One Hundred Twenty-Two Thousand One Hundred Sixty-Nine Dollars and Five Cents (\$122,169.05), and in no event to exceed the above referenced amount without further written agreement; and

WHEREAS, Oklahoma County Highway Cash will be made 100% whole with District 1 General Funds reimbursing Highway Cash for Thirty-Five Thousand Dollars (\$35,000.00) of labor & equipment costs. Additionally, the School will reimburse the County for the remaining labor and equipment costs in addition to all materials associated with this project at an estimated cost of Eighty-Seven Thousand One Hundred Sixty-Nine Dollars and Five Cents (\$87,169.05); 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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **PURPOSE OF AGREEMENT:** This agreement is a part of and an addendum to the original Mutual Cooperation Agreement entered into between the parties on the 1st day of July 2021. The purpose of this agreement is to permit the County to assist the School with improvements, repairs, or maintenance on property owned by the School. County may, at their discretion, perform the requested work on property that is owned by the School, more specifically described as: construction of a new parking lot and rehab of an existing parking lot on property owned by School.

2. **DESCRIPTION OF SERVICE:**

A. **COUNTY SHALL:**

- I. Administer the Agreement.
- II. Agree to incur costs for labor, equipment, surveys, materials, traffic control, and subcontractors as necessary to complete the work/project in an amount not to exceed One Hundred Twenty-Two Thousand One Hundred Sixty-Nine Dollars and Five Cents (\$122,169.05), as outlined in the attached project estimates. (See Attachment "A").
- III. Provide joint oversight and inspection of the project.

B. **SCHOOL SHALL:**

- I. Provide for joint inspection and oversight of the project
- II. Identify, mark, and remove any utilities within project area
- III. Obtain any necessary permits (City, State, or Federal)
- IV. Provide necessary plans to accomplish work
- V. Reimburse the County for material cost in an amount not to exceed Eighty-Seven Thousand One Hundred Sixty-Nine Dollars and Five Cents (\$87,169.05)

3. **AUTHORIZED ADMINISTRATOR(S):** For purposes of administering this agreement, the Chief Deputy of County's District No. 1 and the School Superintendent shall be responsible for administering this agreement. Also, it is expressly understood that County shall have no right, claim or title to any real or personal property used in this project, other than that already owned by the County.

4. **PROPERTY OWNERSHIP:** School represents and warrants to County that the School owns any and all real property involved in the project and upon which work is to be performed. In the event that any person or entity attempts to hold County liable for work done on the property subject to this specific agreement, the School agrees to defend and indemnify 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 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 is 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, Municipality 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.

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 County, School shall reimburse the 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 the municipality.

APPROVED by the Oklahoma City Public Schools of Oklahoma County, Oklahoma this
_____ day of _____, 2022.

OKLAHOMA CITY PUBLIC SCHOOLS

By _____
Superintendent of School or Authorized Agent

ATTEST:

Board Clerk

COUNTY

*ADOPTED AND APPROVED by the Board of County Commissioners this _____ day
of _____, 2022.*

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

By _____
Chairman


ATTEST:

By _____
Member

County Clerk

By _____
Member

APPROVED as to form and legality this 14th day of April, 2022.



Assistant District Attorney



"A"

Wednesday, April 13, 2022

Page: 1

Project Work Order Estimate

Work Order Number:
10736

Scope of Work

Activity: 66020 - GENERAL LABOR - SCHOOL
Special Project: FD Moon New Parking Lot.

Cost Type	Task	Description	Qty.	Rate	Amount
Equipment	1	DA320-00114 - 2005 BOMAG 120 AD SMOOTH DRUM ROLLER	12.0000	28.72	\$344.64
Equipment	1	DA320-00109 - 1999 BOMAG BW 213 STEEL WHEEL ROLLER	16.0000	28.72	\$459.52
Equipment	1	DA320-00115 - 2008 JCB VM 75 PAD FOOT COMPACTOR	32.0000	28.72	\$919.04
Equipment	1	DA312-00116 - 2014 JOHN DEERE 333 E SKID STEER TRACK LOADER	80.0000	38.72	\$3,097.60
Equipment	1	DA312-00108 - 1996 JOHN DEERE 644G FRONT END LOADER	32.0000	46.17	\$1,477.44
Equipment	1	DA302-00238 - KENWORTH DISTRIBUTOR/2000 GALLON	4.0000	71.02	\$284.08
Equipment	1	DA302-00242 - INTERNATIONAL DUMP TRUCK	200.0000	79.62	\$15,924.00
Equipment	1	DA307-00114 - 2020 JOHN DEERE 672G MOTOR GRADER	32.0000	80.43	\$2,573.76
Equipment	1	DA335-00110 - CATERPILLAR ASPHALT PAVER	12.0000	96.52	\$1,158.24
Equipment for Task 1 - Special Project: FD Moon New Parking Lot.			Sub Totals:		\$26,238.32
Equipment Sub Totals:					\$26,238.32
Labor	1	Laboror Rate	80.0000	17.88	\$1,430.40
Labor	1	Equipment Operator Labor Rate	524.0000	21.99	\$11,522.76
Labor for Task 1 - Special Project: FD Moon New Parking Lot.			Sub Totals:		\$12,953.16
Labor Sub Totals:					\$12,953.16
Labor & Equipment & Overhead Combined Total:					\$39,191.48
Materials	1	SS-1 Tack Oil	200.0000	2.05	\$410.00
Materials	1	1 1/2" Crusher Run	800.0000	25.00	\$20,000.00
Materials	1	Curb & Gutter	550.0000	35.00	\$19,250.00
Materials	1	S3 Recycled Asphalt	300.0000	51.00	\$15,300.00
Materials	1	S5 Virgin Asphalt	200.0000	61.25	\$12,250.00
Materials	1	3500 PSI 5" Slump Concrete	50.0000	130.00	\$6,500.00
Materials	1	Paint	1.0000	500.00	\$500.00
Materials	1	Surveying	1.0000	750.00	\$750.00
Materials	1	Building Materials	1.0000	1,000.00	\$1,000.00



Project Work Order Estimate

Work Order Number:
10736

Scope of Work

Activity: 66020 - GENERAL LABOR - SCHOOL
Special Project: FD Moon New Parking Lot.

Materials	1	Laying Sod	1.0000	1,200.00	\$1,200.00
Materials for Task 1 - Special Project: FD Moon New Parking Lot.			Sub Totals:		\$77,160.00
Materials Sub Totals:					\$77,160.00
Supply, Inventory, Outsourcing Sub Total:					\$77,160.00
Contingency (5.000000 Percent):					\$5,817.57
Grand Totals:					\$122,169.05

Estimate Created By:



April 13, 2022

Brian Jasper,

Oklahoma City Public Schools is requesting that Oklahoma County District 1 rework the existing parking lot and add new secondary lot per plans provided at F.D. Moon MS located at 1900 N.E. 13th ST OKC, OK 73117. This work will require District 1 to remove existing curbs, a small area of existing asphalt and replace along with re-striping one lane of existing parking. Also, we are requesting that District 1 install an additional parking lot between the existing lot and Martin Luther King Blvd. OKCPS has agreed to pay for all of the materials cost along with an additional \$4,191.48 in labor and equipment. Oklahoma County District 1 would cover the cost for the equipment and remaining labor from their budget. We would appreciate the assistance from Oklahoma County District 1.

Garry W Jewell

Director of Capital Projects

Oklahoma City Public Schools

2500 NE 30th Street, Oklahoma City, OK 73111

Office (405) 587-1280 Fax (405) 587-1475 Cell (405) 823-6616

gwjewell@okcps.org

<http://www.okcps.org>



Oklahoma City Public Schools
CAPITAL IMPROVEMENTS DEPARTMENT

P.O. Box 36609, Oklahoma City, OK 73136

Phone: 405-587-1000 | web: www.okcps.org



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Bill To OK COUNTY - DISTRICT 1 7321 NE 23rd St. OKLAHOMA CITY, OK 73141	Requisition 12205835-00 FY 2022 Acct No: 10191000-54047 Review: Buyer: 6065ditemtra Status: Released
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Vendor OKLAHOMA COUNTY HWY DIS1 320 ROBERT S KERR AVE OKLAHOMA CITY, OK 73102	Ship To OK COUNTY - DISTRICT 1 7321 NE 23rd St. OKLAHOMA CITY, OK 73141
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Deliver To
OK COUNTY - DISTRICT 1
7321 NE 23rd St.

OKLAHOMA CITY, OK 73141

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	000135				District #1

LN	Description / Account	Qty	Unit Price	Net Price
001	NOC Special Project Reimbursement for FD Moon WO# 10736 for New Parking Lot	1.00 EACH	35000.00000	35000.00
1	10191000-54047		35000.00	

Ship To
OK COUNTY - DISTRICT 1
7321 NE 23rd St.
OKLAHOMA CITY, OK 73141

Deliver To
OK COUNTY - DISTRICT 1
7321 NE 23rd St.
OKLAHOMA CITY, OK 73141

Requisition Link Requisition Total 35000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10191000-54047	35000.00	1173.12
District #1	Project Reimbursement	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/13/22	Mike "Tex" Cobb	Auto approved by: 6065ditemtra
Approved	04/13/22	Temetra Trail	
Queued	04/13/22	Deborah McDonald	
Queued	04/13/22	Maaika Potter	



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Bill To	Requisition 12205835-00 FY 2022
OK COUNTY - DISTRICT 1	
7321 NE 23rd St.	Acct No:
	10191000-54047
OKLAHOMA CITY, OK	Review:
73141	Buyer: 6065ditemtra
	Status: Released

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Vendor	Ship To
OKLAHOMA COUNTY HWY DIS1	OK COUNTY - DISTRICT 1
320 ROBERT S KERR AVE	7321 NE 23rd St.
	OKLAHOMA CITY, OK 73141
OKLAHOMA CITY, OK 73102	

Deliver To
OK COUNTY - DISTRICT 1
7321 NE 23rd St.
OKLAHOMA CITY, OK 73141

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	1000135				District #1

LN	Description / Account	Qty	Unit Price	Net Price
Queued	04/13/22 Sheena McGrady			
Queued	04/13/22 Danny Lambert			
Queued	04/13/22 Dorinda Berry			
Queued	04/13/22 Charlotte Swindle			
Pending	Chantel Boso			
Pending	Shanika Babcock			
Pending	Ashley McMichael			
Pending	Lauren Adkison			
Pending	Long Tran			