

#828 #320

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.

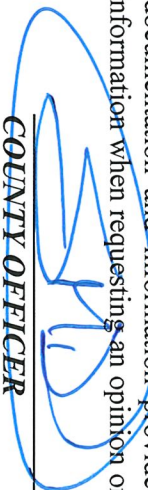
IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

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: 4/20/2021  
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 to review of Specific Assistance Agreement for roadway improvements on Douglas Blvd between Covell and Coffee Creek Roads. (See attached files sent via e-mail)

**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

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DATE RECEIVED BY DISTRICT ATTORNEY: \_\_\_\_\_

REPLY BY DISTRICT ATTORNEY: appears to handle

request over state 4-21-21  
DR

DAVID W. PRATER  
DISTRICT ATTORNEY

By: \_\_\_\_\_

RECEIVED

APR 21 2021

CIVIL DIVISION  
DISTRICT ATTORNEY



RECEIVED

APR 23 2021

CIVIL DIVISION  
DISTRICT ATTORNEY

## 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 \_\_\_\_\_, by and between the City of EDMOND, hereinafter referred to as “Municipality” and the Board of County Commissioners of Oklahoma County, hereinafter referred to as the “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**, a portion of a road belonging to the municipality, located at Douglas Blvd between Covell and Coffee Creek Roads is in need of reconstruction, repair, and/or improvement;

**WHEREAS**, the parties have previously entered into a General Mutual Cooperation Agreement allowing for the County to assist the Municipality in reconstruction, repair, improvement, and/or maintenance of their roads which covers the fiscal year beginning July 1, 2020, and ending June 30, 2021; 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 retain the use of the County’s equipment, materials, personnel to reconstruct, repair or improve that portion of the aforementioned segment of road; and

**WHEREAS**, the County agrees to provide the equipment, materials, personnel for the project at an *estimated* cost of **\$404,368.00**, but in no event to exceed **\$420,000.00** without further written agreement; and

**WHEREAS**, the Municipality agrees to reimburse the County for the actual costs of materials and an estimated amount of labor and equipment; 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:



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, 2020. The Purpose of this agreement is to permit the County to assist the Municipality with road improvement, repair, or maintenance on property within the Municipality, such road being more specifically described as: Douglas Blvd between Covell and Coffee Creek Roads.

**TERMS AND CONDITIONS OF AGREEMENT:**

2. **DESCRIPTION OF SERVICE:**

- A. COUNTY SHALL:
  - i. Administer the agreement.
  - ii. Agree to incur the costs for labor, equipment, surveys, materials, traffic control as necessary to complete the work/project in an amount not to exceed **FOUR HUNDRED TWENTY THOUSAND and 00/100 DOLLARS (\$420,000.00)** as outlined in the attached project estimates. (See attachment "A"). Work includes but is not limited to clearing and grubbing right of way, reconstructing roadway subgrade, installing new roadway cross culverts, reshaping ditch lines and temporary erosion control measures.
  - iii. Provide joint oversight and inspection of the project.

B. MUNICIPALITY SHALL:

- i. Reimburse the County for all material costs incurred in reconstruction of this section of Douglas Blvd between Covell and Coffee Creek Roads as reflected in Attachment "A".
- ii. Reimburse the County for the estimated portion of Labor and Equipment Cost incurred in reconstruction of Douglas Blvd between Covell and Coffee Creek Roads as reflected in Attachment "A"
- iii. Upon completion of the project and upon proper invoicing by the County, the Municipality shall make payment within 30 days.
- iv. In no case will the Municipality's cost to complete this project exceed **FOUR HUNDRED TWENTY THOUSAND and 00/100 DOLLARS (\$420,000.00)** provided, the work is completed within the duration of the current County "Highway Materials and Supplies" contract ending June 30, 2021. 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.
- v. The Municipality agrees that upon completion of said project and opening of the same to traffic, the Municipality shall be responsible for all needed maintenance and repairs to keep the project in good and safe condition for the use and benefit of the traveling public.
- vi. Provide for joint inspection and oversight of project.

3. **AUTHORIZED ADMINISTRATOR(S):** For purposes of administering this agreement, the Superintendent of County's District No. 3, and the Municipality's Street 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 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 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 the property subject to this specific agreement, the Municipality 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 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 on the 1st day of July, 2020.

6. **COMMENCEMENT OF PROJECT:** The 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 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 "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 the Municipality 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 County, Municipality 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.

**CITY OF EDMOND**

*APPROVED by the CITY OF \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.*

**ATTEST:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
City Clerk

*APPROVED as to form and content this \_\_\_\_\_ day of \_\_\_\_\_.*

\_\_\_\_\_  
Counsel for Municipality

**BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY**

*APPROVED by the Board of County Commissioners this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.*


BOARD OF COUNTY COMMISSIONER  
OKLAHOMA COUNTY

\_\_\_\_\_  
Ray Vaughn, Chairman

\_\_\_\_\_  
Willia Johnson, Member

\_\_\_\_\_  
Brian Maughan, Member

*APPROVED as to form and legality this 23<sup>rd</sup> day of April, 2024.*

  
\_\_\_\_\_  
Gretchen Crawford, Assistant District Attorney

ATTEST:

\_\_\_\_\_  
David B. Hooten, County Clerk

APPROVED

\_\_\_\_\_  
Stacey Trumbo, PE, County Engineer

