

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

This Agreement is entered into this 9TH day of APRIL, 2024, 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", 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 road belonging to the Municipality, located at South Bryant Avenue beginning at SE 29th Street to SE 44th Street, is in need of resurfacing, repair, and/or improvement; and

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, 2023, and ending June 30, 2024; 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(s); and

WHEREAS, the Municipality desires to retain the use of the County's equipment, materials, personnel and subcontractors to reconstruct, repair or improve that portion of the aforementioned segment of road; and

WHEREAS, the County agrees to provide the equipment, materials, personnel and subcontractors for the project at a not to exceed cost (Attachment A.) of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), and in no event to exceed said amount without further written agreement; and

WHEREAS, the Municipality agrees to reimburse the County for 100% of the actual costs of materials incurred by the County, at a not to exceed cost of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00); 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:** 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 2023. 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: South Bryant Avenue from SE 29th Street to SE 44th Street.
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 work/project in an amount not to exceed One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00).
 - iii. Provide joint oversight and inspection of the project.
 - B. **MUNICIPALITY SHALL:**
 - i. Upon completion of the project and receipt of invoicing from the County, Municipality shall reimburse the County for 100% of the costs for materials in an amount not to exceed One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) without further written agreement.
Provide for joint inspection and oversight of project.
3. **AUTHORIZED ADMINISTRATOR(S):** For purposes of administering this agreement, the Chief Deputy of County's District No. 1, and the Municipality's Public Works Director 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 City portion of this project and authorize work to be performed therein by County.
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. The parties agree that they remain bound by the terms of the original General Mutual Cooperation Agreement executed on the 1st day of July 2023.

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.
8. **INDEMNIFICATION:** 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 its half of the street(s) in accordance with Oklahoma law, 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 OKLAHOMA CITY

APPROVED by the CITY OF OKLAHOMA CITY this 9TH day of APRIL 2024.

ATTEST:

Amy K. Simpson
City Clerk



David Holt

APPROVED as to form and legality.

Craig B Keith
Counsel for Municipality

BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY

APPROVED by the Board of County Commissioners this 13th day of ~~February~~ March 2024.

Brian Maughan
CHAIRMAN

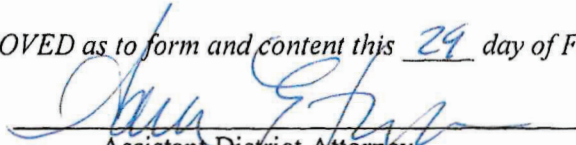
ATTEST:

Manana Jnat




County Clerk

APPROVED as to form and content this 29 day of February 2024.


Assistant District Attorney

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



Attachment "B"

(List of Project Materials, Project Subcontractors, Unit Prices and Estimated Quantities)

ENGINEER'S ESTIMATE				
South Bryant AVE SE29th - SE44th ST				
Mill and Resurface 2" S5 One lane 5280 FT				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
MISC., EQIP. RENTAL (Milling)				\$10,000.00
TRAFFIC CONTROL SIGNS				\$25,000.00
CMP				\$0.00
CRUSHER RUN				\$0.00
12" ROCK	TONS	0	\$19.75	\$0.00
SURGE ROCK				\$0.00
CHIP SEAL				
SOLID SLAB SODDING	SY	0.000	\$1.80	\$0.00
CEMENT SLURRY	TONS	0.00	\$225.00	\$0.00
TACK COAT (SS-1)	GAL	903.00	\$1.95	\$1,760.85
HOT MIX ASPHALT TYPE S3 (PG64-22OK)	TONS	198.00	\$80.00	\$15,840.00
SUPERPAVE, TYPE S5 (PG76-28 OK)	TONS	1,011.00	\$85.00	\$85,935.00
TRAFFIC STRIPE (PLASTIC)(4"WIDE)	LF	14,200.00	\$0.65	\$9,230.00
TAFFIC STRIPE(PLASTIC)(24"WIDE)	LF	79.00	\$3.00	\$237.00
TOTAL				\$148,002.85