



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Dr. Janet Vinson, Acting Superintendent
DATE: May 13, 2025

AGENDA ITEM: 4L

Consider and Vote to Approve or Not Approve a Cost Share Agreement between the Stillwater Board of Education and the City of Stillwater.

BOARD ACTION REQUESTED:

Vote to Approve or Not Approve the Cost Share Agreement between the Stillwater Board of Education and the City of Stillwater.

BACKGROUND INFORMATION:

This agreement provides a cost-share partnership between Stillwater Public Schools and the City of Stillwater to replace and extend an existing waterline on the new Stillwater High School campus and adjacent property. This project will upgrade the existing waterline servicing the new High School and future-proof the site for additional facilities on the campus.

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of April 2025, by and between the **CITY OF STILLWATER, OKLAHOMA**, a municipal corporation and **STILLWATER UTILITIES AUTHORITY**, a public trust, hereinafter called "City/SUA", and **INDEPENDENT SCHOOL DISTRICT NO.16**, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer requested City/SUA's consideration for participation in a cost-share for the replacement of an existing, leaking waterline; and

WHEREAS, Developer's request of the City/SUA is for materials and parts for construction of the waterline on the north access road of the new Stillwater High School; with the understanding that the full cost of construction including labor, equipment and management for a complete and fully functional system will be borne by the Developer; and

WHEREAS, Developer requests the City participate in the amount of up to and not exceeding \$26,800 to cover materials such as pipe, valves, fittings, service lines, meter assemblies, and rock, pursuant to Developer's cost estimate; and

WHEREAS, this project benefits the greater public by replacing older pipes, ultimately looping a dead-end line, and improving water quality and redundancy for the area, and said improvements would cost the City in excess of \$26,800; and

WHEREAS, the project must be designed and constructed to the City's standards and ordinances including all local and state requirements governing waterlines and Developer is aware of the criteria and intends to meet such criteria.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE FOLLOWING MUTUAL COVENANTS AND AGREEMENTS, THE CITY AND DEVELOPER AGREE AS FOLLOWS:

1. **Reimbursement.** City agrees to pay Developer a sum not to exceed \$26,800 for materials and parts needed for the construction of 654 linear feet of a 6-inch diameter waterline from Station 5+11 to Station 11+66 as shown Sheet C301 of the approved waterline plans.
2. **Conditions.** Developer agrees to the following conditions:
 - a. Developer must comply with the City/SUA's standards, ordinances, codes and policies and all other local, state and federal requirements.
 - b. Participation by City will be on a reimbursement basis only.
 - c. Prior to reimbursement by the City, Developer must provide all documentation necessary, including as-builts, permits and provisions for city inspections, to demonstrate the waterline has been constructed in compliance with City/SUA's requirements;
 - d. Material invoices must be provided by the Developer to the City and the per item price must be equal to or less than the City/SUA's competitively bid materials and parts pricing, per the City/SUA's procurement policies.

- e. Developer must construct the waterline and any other necessary infrastructure within the existing utility easement.
 - f. Reimbursement will be due upon acceptance of the necessary dedicated infrastructure by the City Council and paid by the City/SUA within 30 days of the City Council's acceptance of said easements, deeds, and infrastructure.
3. **Indemnification.** Developer understands and acknowledges that City of Stillwater is a municipal corporation that is funded by its taxpayers and ratepayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Developer harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. Developer will indemnify, defend and hold the City, its employees and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things, bodily injury, death, property damage, personal injury, economic loss and/or products liability asserted by any person or entity, resulting directly or indirectly, in whole or in part, from the acts and/or omissions of Developer and/or its employees, directors, agents, subcontractors and/or consultants arising from or connected with Developer's and/or its employees', directors', agents', subcontractors' and/or consultants' performance under this Agreement. In addition, Developer shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City of Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled.
4. **Insurance.** Developer shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and as will provide protection from claims which may arise out of or result from Contractor's performance of the Work and Developer's other obligations under the Contract Documents, whether it is to be performed by Developer, any contractor, subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable.
5. **Assignment; Third Party Rights.** Because this Agreement is unique to this specific transaction, it is not assignable by either party. This Agreement is solely between the City and Developer and no third party shall acquire any rights in this Agreement or have any right to enforce it.
6. **Governing Law.** This Agreement shall be governed by the laws of the State of Oklahoma. Venue of any legal action shall be in the District Court of Payne County, Oklahoma.
7. **Entire Agreement.** The parties agree that there are no representations, understandings, stipulations, or other agreements relating to the matters contained in this Agreement. This Agreement may not be altered, waived, or amended except by a written document signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 16

By: _____
Roberta Douglas, School Board President

MAILING ADDRESS: 314 South Lewis Street
Stillwater, Oklahoma 74074

Date: _____

CITY OF STILLWATER, OKLAHOMA

STILLWATER UTILITIES AUTHORITY

By: 
Brady Moore, City Manager

By: 
Brady Moore, General Manager

Date: 4. 21. 2025

Date: 4. 21. 2025

Approved As to Legal Form and Content:

By: _____
Kimberly Carnley, City Attorney