

**LICENSE AGREEMENT
BETWEEN**

**MUSKOGEE COUNTY, OKLAHOMA, a duly organized county of the State of
Oklahoma,**

AND

THE ADMINISTRATIVE OFFICE OF THE U.S. COURTS,

ON BEHALF OF THE

U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA

**FOR USE OF THE MUSKOGEE COUNTY COURTHOUSE LOCATED IN
MUSKOGEE, OKLAHOMA**

THIS AGREEMENT is made, effective as of July 1, 2021, and between the Muskogee County Board of County Commissioners whose address is 400 West Broadway Street, Muskogee, Oklahoma 74401, hereinafter called the "Licensor" and, on behalf of the U.S. District Court for the Eastern District of Oklahoma, the Administrative Office of the U.S. Courts, whose address is Thurgood Marshall Federal Judiciary Building, One Columbus Circle, N.E., Washington, D.C. 20544, hereinafter call the "Licensee."

WHEREAS, the Licensor owns the premises known as the Muskogee County Courthouse, located at 220 State St., PO Box 1350, Muskogee, Oklahoma 74402, and

WHEREAS, the Licensor is interested in allowing the Licensee the right to use a courtroom, jury room, and chambers space in the courthouse;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, the parties agree as follows:

**SECTION ONE
GRANT OF LICENSE, DESCRIPTION OF PREMISES**

The Licensors hereby grants to the Licensee an exclusive non-assignable license to occupy and use the following described premises located in the Muskogee County Courthouse at no cost, subject to the terms and conditions of this agreement:

The Muskogee County Courthouse has multiple courtrooms. District Judge Bret A. Smith has agreed to make available his courtroom, along with a jury room and chambers space, for use by Licensee. The Licensee may exclusively use Judge Smith's courtroom, and a jury room and chambers space, when not scheduled to be used by Judge Smith, all as per a schedule agreed to annually by the parties.

The Licensee shall have nonexclusive rights, together with the Licensors to use all corridors, entry areas, areas for access, ingress and egress, and all other common areas such as rest rooms, and lobbies. Parking is available for the Licensee to use in the county-owned parking lot adjacent to the courthouse, but no parking spaces are allocated specifically to the Licensee.

The Licensors agrees, as part of the license, to assume the responsibility for all maintenance, upkeep, cleaning, and repairs required for the premises in the courthouse, as well as the payment of utilities (including, but not limited to, heating, air conditioning, water, sewage, and trash) that are covered by this license agreement.

**SECTION TWO
LIMITATION TO DESCRIBED PURPOSE**

The Licensee shall use the Licensors's premises solely for the purposes of conducting business of the United States District Court for the Eastern District of Oklahoma, including but not limited to hearings, trials, sentencings, conferences, and other legal proceedings. In order for the Licensee to conduct the business of the United States District Court, the Licensors shall permit federal judicial officers, federal judiciary employees, the United States Marshal's Service, and members of the public access to and use of the licensed premises.

The Licensee may exercise its right hereunder as per the schedule agreed to by the parties annually. By June 1 of every year, the Licensors shall provide the Licensee with a schedule of available dates for use by the Licensee. It is specifically understood by the Licensee that the schedule of available dates provided by the Licensors will be the agreed schedule for any particular year.

The Licensee shall be responsible for arranging for appropriate security when the United States District Court is in session. The Licensee, through the United States Marshal's Service, will be responsible for securing any additional scanning equipment to be used for United States District Court proceedings and will coordinate with the Muskogee County Sheriff's Department on all security-related matters.

SECTION THREE TERM OF LICENSE

The term of this license agreement shall commence on July 1, 2021 and continue in force for a term of five (5) years.

SECTION FOUR INDEMNIFICATION

By the Licensor: The Licensor shall indemnify, protect, and save harmless the Licensee from any and all losses, expenses, and claims by reason of any injury to persons and damage to property arising out of or in connection with Licensor's negligence or other tortious actions.

By the Licensee: Notwithstanding any other term or provision contained in this license agreement, the liability of the Licensee with respect to any claim for personal injury, death, property loss or damage pursuant to this License, is limited by the subject to the procedures and terms of the Federal Tort Claims Act (28 U.S.C. §§ 2671 et seq.), the Anti-Deficiency Act (31 U.S.C. § 1341), and all other applicable federal laws and regulations.

SECTION FIVE REVOCATION/CANCELLATION OF AGREEMENT

The Licensor may revoke this license agreement at any time by providing written notice to the

Licensee at the address below. In the event the Licensor provides a notice of revocation to the Licensee, the Licensee shall vacate the premises within one hundred and eighty (180) days following receipt of the notice. Licensee shall surrender the licensed premises in the condition in which it was received, normal wear and tear excepted.

The Licensee may cancel this license agreement upon providing ninety (90) days' written notice to the Licensor at the address below.

Should the above-described licensed premises, or any essential part thereof, be totally or partially destroyed by fire or other casualty, the Licensor shall immediately notify the Licensee. Depending on the nature and extent of the damage, and the anticipated time for repairs and/or reconstruction, the Licensor may offer the Licensee the right to use a different courtroom and chambers space until such time as the licensed premises are determined to be safe to use. If the premises are damaged beyond repair or if the Licensor determines that premises will not be repaired, and there are not alternate spaces available for interim use by the Licensee, the Licensor shall provide written notice to the Licensee that the license is revoked. The Licensee may, at any time following total or partial destruction of the licensed premises, cancel the license agreement by providing ninety (90) days' written notice to the Licensor.

SECTION SIX ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and my prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION SEVEN MODIFICATION OF AGREEMENT

Any modifications of this agreement or additional obligation assumed by the Licensor and the Licensee in connection with this agreement shall be binding only if evidenced in writing signed by each or an authorized representative of each of them.

SECTION EIGHT POINTS OF CONTACT

For the administration of this License Agreement, the parties hereby designate points of contact, as follows:

Licensors:

**The Honorable Bret Smith – District Judge
Muskogee County District Court
918-687-1950**

Licensee:

**Patrick Keaney
Clerk of Court – United States District Court
for the Eastern District of Oklahoma
pat_keaney@oked.uscourts.gov
918-684-7910**

**SECTION NINE
APPLICABLE LAW**

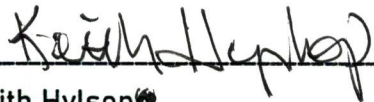
The validity, interpretation, and effect of this license agreement shall be governed by federal laws, and where applicable and determined by a federal court of competent jurisdiction, the laws of the State of Oklahoma,

**SECTION TEN
SIGNATURES**

The parties below subscribed their names and expressly warrant that he/she is authorized to execute this license agreement.

LICENSOR

MUSKOGEE COUNTY, OKLAHOMA




Keith Hylsop
County Commissioner - Muskogee County, Oklahoma

Dated



Kenny Payne
County Commissioner - Muskogee County, Oklahoma

Dated

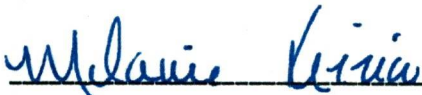


Ken Doke
County Commissioner - Muskogee County, Oklahoma

Dated



LICENSEE



June 1, 2021

Dated

Melanie Kizzia
Contracting Officer
United States District Court for the Eastern
District of Oklahoma

