

PROJECT AGREEMENT

**BY AND BETWEEN MUSKOGEE COUNTY
AND
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**FOR THE CONSTRUCTION OF
INDUSTRIAL ACCESS PROJECT**

**PROJECT NO. SAP-251D(147)
J/P NO. 35987(04)**

AGREEMENT

This Agreement, made the day and year last written below, by and between Muskogee County, hereinafter referred to as the COUNTY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, is for the following intents and purposes and subject to the following terms and conditions, to-wit:

WHEREAS, the DEPARTMENT is in receipt of a request by the COUNTY that the COUNTY be permitted to engineer and construct an Industrial Access Project and to be reimbursed by the DEPARTMENT for the cost of surfacing upon satisfactory completion of the work from the funds allocated by the Transportation Commission for the project; and

WHEREAS, the Transportation Commission did at its regular meeting of May 2, 2022 approve Agenda Item 64b allocating \$1,600,000 (one million six hundred thousand dollars) for the purpose of participating with the COUNTY in constructing an access road serving Griffin Industrial Park. The proposed project begins at Dal Tile Road and Smith Ferry Road and extends West on Smith Ferry Road approximately 0.5 miles to South 24th Street West, then South on South 24th Street West for approximately 0.5 miles as shown on the attached map hereby made part of this Agreement. Muskogee County will be responsible for the initiation, construction and completion of all work associated with the project.

NOW, THEREFORE, it is mutually agreed by the COUNTY and the DEPARTMENT that:

1. The COUNTY agrees to provide all plans, specifications and construction cost estimates for this project.
2. The COUNTY agrees to adjust or relocate or cause the adjustment or relocation, at the COUNTY's sole expense, of all utility facilities as may be reasonably necessary or convenient to accommodate construction of the project.
3. The COUNTY warrants that all rights-of-way needed for the construction of said project shall be free and clear of all obstructions and encumbrances of whatsoever nature, which would interfere with construction of the project, including but not limited to utility poles, pipelines, buildings, signs and other facilities above or below the surface of the ground.
4. The COUNTY hereby certifies to the Department of Transportation that the entire project is to be constructed on public right-of-way
5. Upon completion of the construction plans the COUNTY will provide, upon request by the

DEPARTMENT two (2) one-half size set of such plans.

6. The COUNTY shall assume total responsibility for the construction, inspection and completion of this project.
7. The COUNTY will invite a DEPARTMENT representative to attend the pre-work conference.
8. The COUNTY will invite a DEPARTMENT representative to attend the final inspection.
9. Upon completion and final acceptance of the project, the COUNTY agrees that it shall, at its own expense, assume full maintenance responsibility for the project.
10. Upon completion and final acceptance of the project, the DEPARTMENT agrees to reimburse the COUNTY for the cost of surfacing in an amount not to exceed **\$1,600,000 (one million six hundred thousand dollars)**.
11. Payment shall be made by the DEPARTMENT to the COUNTY upon receipt of a properly executed Claim Form D.T. 324A accompanied by suitable evidence of the expenditure made by COUNTY in the execution of this project.
12. That the COUNTY agrees that as a condition to receiving any financial assistance from the Department, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42, U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

IN WITNESS WHEREOF, the Director of Transportation, pursuant to authority vested in him by the Oklahoma Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation, and the COUNTY has executed the same pursuant to authority prescribed by law:

BOARD OF COUNTY COMMISSIONERS
MUSKOGEE COUNTY OKLAHOMA:

BY *Ken O...*
County Commissioner District 1 (date)

BY *Keith...*
County Commissioner District 2 (date)

BY *Kenneth W. Ray*
County Commissioner District 3 (date)



ATTEST: *Dee...*
County Clerk (date & seal)

APPROVED AS TO FORM AND LEGALITY:

J. Edwards 6/27/22
COUNTY District Attorney (date)

APPROVED AS TO FORM AND LEGALITY
DEPARTMENT OF TRANSPORTATION:

David Allen Wilby 06/28/2022
General Counsel (date)

Williams 06/28/2022
Division Engineer, Local Government (date)

F. Taylor 06/28/2022
Chief Engineer (date)

Deputy Director 06/28/2022
Deputy Director (date)

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of November, 2021, by and between the Board of County Commissioners of Muskogee County, Oklahoma, hereinafter referred to as County, and the Muskogee City-County Port Authority, an agency of the State of Oklahoma, hereinafter referred to as Port. County and Port are collectively referred herein as the Parties.

WHEREAS Section 1008 of the Interlocal Cooperation Act, 74 Oklahoma Statutes Sections 1001-1008 (interlocal Act), permits public agencies to contract one with the other to perform governmental services, activities or undertakings which they are legally authorized to perform; and

WHEREAS Port owns lands, suitable for industrial development, in Sections 10, 15 and 16 of Township 14 North Range 18 East of the Indian Base and Meridian in Muskogee County, Oklahoma; and

WHEREAS County owns and maintains Smith Ferry Road from its intersection with Daltile Road then west to South 24th Street West and then south on South 24th Street West to the southern boundary of lands commonly referred to as Port of Muskogee John T. Griffin Lots 6 and 7, said boundaries one and the same as the southern boundary of the Northwest Quarter of said Section 15 and the Northeast Quarter of said Section 16.

WHEREAS Port and County have mutual interest in providing the necessary infrastructure, including the construction of industrial quality access roads to encourage and support the development of said lands for the purpose of attracting capital investment and quality jobs to Muskogee County; and

WHEREAS planning, design, right of way acquisition, utility relocation, drainage improvements and bridge replacements are necessary to construct said industrial quality improvements to the roads referenced above, hereinafter referred to as the Project; and

WHEREAS County and Port agree that a partnership between the Parties, as authorized in Section 1008 of the Interlocal Act, would provide the best opportunity for the pooling of resources for success; and

WHEREAS the governing bodies of County and Port wish to execute this agreement in order to facilitate said partnership.

NOW THEREFORE, County and Port do hereby agree as follows:

1. Port shall perform all necessary planning, design, right of way acquisition, utility relocation and construction, necessary for the Project, subject only to County's contributions identified below.

2. Port shall contribute such of its right of way as necessary for the Project at no cost to County.
3. Port shall obtain financing necessary for the Project.
4. County shall use its authority and efforts to acquire right of way, owned by others, necessary for the Project.
5. County shall maintain the Project after its completion.
6. County and Port agree that this Agreement, as written, contains the entire agreement between the Parties and that it can not be modified except by a written instrument executed by the Parties.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which, for all purposes, shall be deemed an original and all of which shall evidence but one agreement between the Parties hereto, the day and year first above written.



BOARD OF COUNTY COMMISSIONERS

Ken Doke
Ken Doke, District 1

Keith Hyslop
Keith Hyslop, District 2

Kenny Payne
Kenny Payne, District 3

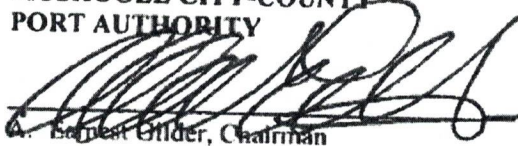
Attest:

Polly Irving
Polly Irving, County Clerk

Approved as to form and legality this 22nd day of November, 2021


Larry Edwards
Larry Edwards, District Attorney

MUSKOGEE CITY-COUNTY
PORT AUTHORITY



Ernest Elder, Chairman

Attest:



Fred Hogle, Secretary