

INTERLOCAL AGREEMENT

THIS AGREEMENT entered into by and between the following parties:

The Board of County Commissioners of Muskogee County, Oklahoma
("County"), and,

The CITY OF MUSKOGEE, Oklahoma, a municipal corporation ("City").

WHEREAS, the Oklahoma Statutes provide general authority for counties and municipalities to enter into agreements with each other for their mutual benefit; and,

WHEREAS, Section 1008, of the Interlocal Cooperation Act, 74 OKLA. STAT. §§ 1001-1008 ("Interlocal Act"), permits public agencies to contract with one another to perform any governmental service, activity, or undertaking which they are authorized by law to perform.

WHEREAS, the City and County have mutually shared roadways along City limit borders that are half City and Half County ownership. Some of these roadways are in need of repair, which is the responsibility of the respective public owner;

WHEREAS, both the City and the County find that in an effort to improve the roadway drainage and driving surfaces, it will be financially advantageous to complete the work as one project and share in the labor, materials and overall costs ("the Project");

WHEREAS, the Project, to be located on 53rd Street South between US Highway 64 and Gulick Street, which is approximately 75% of which is under the jurisdiction of the County and 25% of which is under the Jurisdiction of the City, will improve drivability and drainage and possible development opportunities, providing significant economic benefits to the City and County;

WHEREAS, the City and the County find that a partnership under Section 1008 of the Interlocal Act would provide the best opportunity for the pooling of resources of each party for the success of the Project;

WHEREAS, the governing bodies of the parties herein wish to execute the agreement in order to facilitate the proposed partnership.

THEREFORE, the parties do hereby enter into this Agreement to cooperatively facilitate the roadway and drainage improvements needed for the Project.

1. The County shall perform all necessary planning, bidding and primary construction for the project, subject to the City's contribution identified in paragraph 3.
2. The City and the County agree to appoint necessary and qualified staff to coordinate the day-to-day needs of the project with the appropriate level of authority to fully administer this agreement in accordance with 74 Okla. Stat. §1004(D).
3. The County contribution to the project will be in the manner of providing labor, equipment and materials to include:
 - a. *Preparation.* Performance of all work necessary to prepare 53rd Street South from US Highway 64 to Gulick Street for rehabilitation, including dig outs of failing areas within the roadway, ditch work on the shoulder of the roadway to ensure proper drainage, asphalt preparation which repairs dug out areas and grading. Exhibit A attached to this agreement includes estimates of material, equipment to be used and labor to facilitate the work required prior to installation of the asphalt overlay.
 - b. *Asphalt Overlay.* Bidding and awarding contract (if necessary) for a 3" asphalt overlay of the roadway;
 - c. Other labor and equipment as may become known to the parties through the design, planning and construction of the Project.

The City agrees to pay to the County the actual costs of County work described in Paragraph 3, including the agreed percentage of the bid amount for the overlay work, the total of which is currently estimated at \$40,485.21; provided, however, in no circumstances shall the City's payment to the County exceed \$45,000.00 without the express advanced approval of the City Council of the City. The City will make payment subsequent to the award of the overlay contract, but prior to commencement of work.

4. The parties agree to identify authorized points of contact during the planning and implementation of the Project.
5. The parties further agree that the terms of this Agreement are not assignable to another party without the express written consent of the parties to this Agreement.

6. The parties agree that no real or personal property shall be acquired jointly during the course of this Agreement. Any property individually acquired by a party to this Agreement shall remain the property of that party upon termination of this Agreement.
7. This Agreement shall be in force and effect from the date all parties have signed it.
8. The parties agree that this written Agreement contains the entire agreement between the parties, and that it cannot be modified except by a written instrument executed by the parties.

DATED this ____ day of _____, 2021.

[Signature pages to follow attached Exhibit A]

EXHIBIT A

53rd Street South

1 mile x 22' wide + 12,907 sq. yards

City = ½ mile on South side or ¼ mile

Dig Out on City-

Backhoe 2 hrs = 86.92

Dump Trucks 4 hrs = \$310.00

2 loads 3" Crusher Run- 28 tons x \$10.75 = \$301.00

Labor = \$184.00

Total Overlay: 1460 tons x \$83.00 = \$121,180.00

City: \$30,295.00 – Overlay

9 loads Type B for blade patch = \$7,434.00

Trucks 6.5 hrs = \$503.75

Grader 2 hrs = \$160.86


Roller 2 hrs = \$48.18

Labor = \$241.50

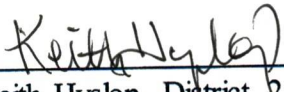
A.E.P. 400 gal = \$920.00

Total = \$40,485.21

**BOARD OF COUNTY COMMISSIONERS
MUSKOGEE COUNTY, OKLAHOMA**

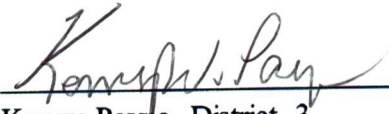


Ken Doke, District 1



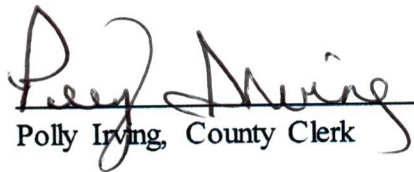
Keith Hyslop, District 2





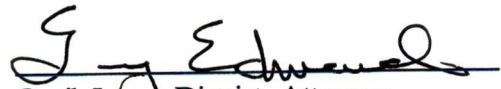
Kenny Payne, District 3

Attest:



Polly Irving, County Clerk

Approved as to form and legality this _____, 2021.



Orvil Edge, District Attorney
Larry Edwards

CITY OF MUSKOGEE, OKLAHOMA

Marlon J. Coleman
Marlon J. Coleman, Mayor



Tammy L. Tracy
Tammy L. Tracy, City Clerk

Approved as to form and legality this November 3, 2021.

Roy D. Tucker
Roy D. Tucker, City Attorney