

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, the Interlocal Cooperation Act, 74 OKLA. STAT. §§ 1001-1008 ("Interlocal Act"), "permit[s] local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage." Id. § 1001; and,

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;

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 South Country Club Road between Hancock and Peak, 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 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 South Country Club Road from Hancock Road to Peak Boulevard 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 \$21,541; provided, however, in no circumstances shall the City's payment to the County exceed \$25,000 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 and the Attorney General has approved it, as provided in Title 74, Oklahoma Statutes, Section 1004(f) and shall expire June 30, 2022.
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.
9. A copy of this Agreement shall be submitted to the Attorney General's Office, State of Oklahoma, for his approval as required by law.

DATED this 6th day of July, 2021.

[Signature pages to follow attached Exhibit A]

EXHIBIT A

Country Club

3" Overlay 215 Tons x 83.00 = \$17,845.00

Dig outs – Prep, dig out bad places

Backhoe 3 hrs x 43.46 = \$130.38

Trucks 6 hrs x 79.62 = \$477.72

Material 3" C.R. 28 Tons x 11.25 = \$315.00

Labor 12 hrs x 23.00 = \$276.00

= \$1199.10

Shoulders – Ditch Work – drainage work

Grader 2 hrs x 80.43 = \$160.86

Backhoe 2 hrs x 43.46 = \$86.92

Truck 2 hrs x 79.62 = \$159.24

= \$407.02

Asphalt Prep – fill in dig outs

Type B 28 Tons x 58.00 = \$1624.00

A.E.P. 50 gal x 2.30 = \$115.00

Oil Dist. 1 hr x 123.19 = \$123.19

Truck 2 hrs x 79.62 = \$159.24

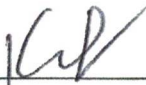
Roller 1 hr x 26.90 = \$26.90

Labor 4 hrs x 23.00 = \$92.00

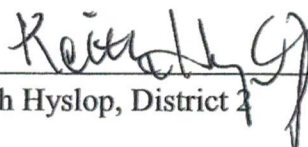
= \$2140.33

Total = \$21,591.45

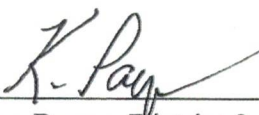
BOARD OF COUNTY COMMISSIONERS
MUSKOGEE COUNTY, OKLAHOMA



Ken Doke, District 1



Keith Hyslop, District 2



Kenny Payne, District 3




Attest:



Polly Irving, County Clerk

Approved as to form and legality this July 6, 2021.



Orvil Loge, District Attorney

APPROVED BY ATTORNEY GENERAL

APPROVED THIS ____ day of _____, 2021, by the Office of the
Attorney General, State of Oklahoma.

_____, Attorney General
for the State of Oklahoma



City of Muskogee

OFFICE OF THE CITY ATTORNEY
P.O. BOX 1927
MUNICIPAL BUILDING
MUSKOGEE, OKLAHOMA 74402
918-684-6276

July 27, 2021

 **COPY**

Karl F. Kramer
Assistant Attorney General
313 NE 21st St
Oklahoma City, OK 3105

RE: Interlocal Agreement between the City of Muskogee and the Board of County Commissioners for Muskogee, State of Oklahoma for Roadway improvements

Dear Assistant Attorney Kramer:

Please find enclosed the original Interlocal Agreement between the City of Muskogee and the Board of County Commissioners for the Muskogee, State of Oklahoma for roadway improvements. This Agreement was entered into under the authority set forth in 74 Okla. Stat. §1001 *et seq.*, and has been approved by resolution of each public body.

Please review this Agreement and determine whether it was in proper form and compatible with the laws of the State of Oklahoma. Failure to disapprove this agreement within sixty (60) days of its submission shall constitute approval. See, 74 Okla. Stat. §1004(f).

I am happy to provide any additional information you may require or answer any questions or concerns regarding this Agreement. You may contact me at the above.

Regards,

A handwritten signature in black ink, appearing to read "Roy D. Tucker".

Roy D. Tucker
City Attorney



OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

Roy D. Tucker, City Attorney
City of Muskogee
Office of the City Attorney
P. O. Box 1927
Municipal Building
Muskogee, Oklahoma 74402

Re: Proposed Interlocal Cooperation Agreement between The City of Muskogee and the Board of County Commissioners of Muskogee County, Oklahoma, **Our File Number ICA-21-0022**

LETTER OF APPROVAL

The above referenced Agreement has been reviewed by the office of the Oklahoma Attorney General and was found to be in compliance with the provisions of the Interlocal Cooperation Act, 74 O.S. §§ 1001-1008 ("Act"). Therefore, pursuant to Section 1004(F) of the Act, the aforementioned Agreement is hereby officially **APPROVED** as of the date set forth herein below.

Please be further advised that, before the Agreement enters into force, the Agreement along with a copy of this Letter of Approval must be filed with the appropriate County Clerk(s) and the Oklahoma Secretary of State.

Signed this 3rd day of August, 2021.

Respectfully submitted,

Karl F. Kramer
Assistant Attorney General
Karl.Kramer@oag.ok.gov

Enclosure: Submitted Agreement