

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 W. Payne
Kenny Payne, District 3

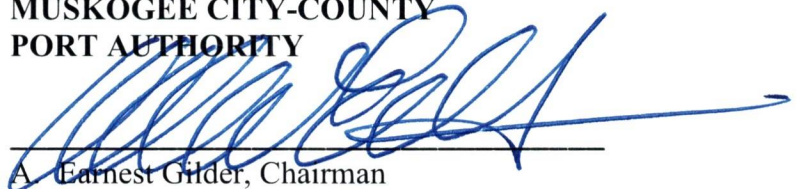
Attest:

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



A. Earnest Gilder, Chairman

Attest:



Fred Hogle, Secretary

