

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MUSCOGEE (CREEK) NATION
AND
MUSKOGEE COUNTY, OKLAHOMA**

This AGREEMENT is made by and between the MUSCOGEE (CREEK) NATION, hereinafter referred to as the "NATION" and Muskogee County, Oklahoma hereafter referred to as the COUNTY.

1. CONTRACT PERIOD

THIS AGREEMENT becomes effective upon the date of execution by the NATION, and shall terminate upon final completion of the Project or unless terminated or modified as hereinafter provided.

2. SCOPE AND LOCATION OF PROJECT

The NATION and COUNTY agree that the scope of the Wainwright Road Phase 1 Project includes the placement of a 4.75-inch asphalt overlay. The project begins at the intersection of Wainwright Road and County Road N4190 just east of Wainwright and extends east approximately 5.3 miles to the intersection of Old U.S. Highway 69.

3. PRE-CONSTRUCTION RESPONSIBILITIES

- a. The NATION shall conduct the necessary preconstruction activities for preparation of the Plans, Specifications, and Engineer's Estimate (PS&E) package. The PS&E package shall be prepared in accordance with the most recent American Association of State Highway and Transportation Officials (AASHTO) *Policy on Geometric Design of Highways and Streets*, the Oklahoma Department of Transportation (ODOT) *Roadway Design Manual*, and ODOT Standard Specifications for Highway Construction.
- b. The COUNTY shall furnish the rights-of-way for this Project through privately owned property. Where the Project passes through Government owned or controlled land, the COUNTY agrees to make application and acquire such rights-of-way for a public highway in accordance with the appropriate regulatory requirements, including 25 CFR 169 for rights-of-way over Indian Lands.
- c. The COUNTY will acquire all necessary temporary construction easements. The COUNTY will be responsible for all utility relocations necessary for the construction of the Project, including any utility permits necessary.
- d. The NATION shall ensure that the appropriate documents to meet the requirements of the National Environmental Protection Act (NEPA) and to obtain Archeological clearance are

prepared in advance of the Nation providing project funding.

4. CONSTRUCTION RESPONSIBILITIES

- a. The COUNTY shall award the contract for the asphalt overlay based on their existing 6-month construction contracts in accordance with their existing procedures and applicable laws. A copy of the executed Construction Contract (Contract) will be provided to the NATION prior to commencing Contract work.
- b. The NATION shall perform roadway shouldering work with their own forces.
- c. The COUNTY will notify in writing the NATION of the award date, as well as all pre-award, pre-construction, and final inspection dates for the asphalt overlay.
- d. The NATION shall monitor and inspect all work performed by the Construction Contractor and will provide such engineering, inspection, and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E and Contract Documents.
- e. The NATION shall perform and document all Davis Bacon wage rate interviews and review all certified contractor payrolls to ensure compliance with the Davis Bacon wage rates in accordance with the appropriate Federal Acquisition Regulations.
- f. The COUNTY will issue a "Notification of Completion" to the NATION once the Project is completed to the satisfaction of the COUNTY and the NATION.

5. FUNDING RESPONSIBILITIES

The NATION will reimburse the COUNTY for all reasonable and agreed upon costs associated with the right of way acquisition, utility relocation and asphalt overlay associated with this project.

The Engineer's Estimate of Probable Cost for the Wainwright Road Phase 1 Project is \$2,985,134.79.

6. MAINTENANCE RESPONSIBILITIES

Upon completion of the Project, the COUNTY accepts full responsibility for maintenance, upkeep, and repair of said roadway to the extent required by law and further covenants to keep said roadway open as a public thoroughfare so long as necessary, or that public necessity and convenience requires.

7. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all data prepared under this AGREEMENT shall be made available to the NATION without restriction or limitation on their further use, with the

exception of any documents or information, which would be considered attorney/client privileged by the COUNTY.

8. TERMINATION

- a. This agreement may be terminated by any of the following conditions:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (3) By the unavailability of funds for construction of the project.
- b. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the COUNTY and the NATION under this agreement. If the potential termination of this agreement is due to the failure of either the COUNTY or the NATION to fulfill a contractual obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of contract has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by the non-breaching party within a period mutually agreed by each party.

APPROVED BY:
 MUSCOGEE (CREEK) NATION
 DIVISION OF TRANSPORTATION
 P.O. BOX 580
 OKMULGEE, OKLAHOMA 74447

APPROVED BY:
 BOARD OF COUNTY COMMISSIONERS
 400 W. BROADWAY SUITE 100
 MUSKOGEE, OKLAHOMA 74401

[Signature] 12-10-15
 PRINCIPAL CHIEF, Date
 MUSCOGEE (CREEK) NATION

[Signature] 11/16/15
 CHAIRMAN, MUSKOGEE COUNTY Date

[Signature] 11/16/15
 MEMBER Date

[Signature] 11/16/15
 MEMBER Date

Sworn & subscribed to before me this

Sworn & subscribed to before me this

10 day of December, 2015
[Signature]
 NOTARY PUBLIC
 OKMULGEE COUNTY
 My Commission is due to expire:
12-26-2016

16th day of November 2015
[Signature]
 COUNTY CLERK





TR 15-037

CLASSIFICATION: #28. LANDS AND MINERALS

A TRIBAL RESOLUTION OF THE MUSCOGEE (CREEK) NATION AUTHORIZING THE PRINCIPAL CHIEF TO EXECUTE A MEMORANDUM OF AGREEMENT WITH MUSKOGEE COUNTY FOR IMPROVEMENTS TO WAINWRIGHT ROAD

Be it Resolved by the National Council of the Muscogee (Creek) Nation:

WHEREAS, the Nation and Muskogee County, Oklahoma, are desirous of obtaining satisfactory road conditions in Muskogee County, which is within the Muscogee (Creek) Nation, by engaging in a project which includes the placement of a 4.75-inch asphalt overlay located at the intersection of Wainwright Road and County Road N4190 just east of Wainwright and extends east approximately 5.3 miles to the intersection of Old U.S. Highway; and

WHEREAS, the Nation shall conduct the necessary pre-construction Plans, Specifications, and Engineer's Estimate package; and

WHEREAS, the Nation shall conduct the preconstruction activities and award the contract for the work; and

WHEREAS, the Nation shall monitor and inspect all work performed and will provide such engineering, inspection and testing services as may be required; and

WHEREAS, the estimated cost of the Project is \$2,985,134.79, and the Nation will fund all reasonable and agreed upon costs; and

WHEREAS, upon completion of the Project, Muskogee County will assume full responsibility for the maintenance and repair of said Road; and

WHEREAS, the installation is being funded with Federal Highway Administration Funding designated for road maintenance.

NOW THEREFORE BE IT RESOLVED THAT, the National Council hereby authorizes the Principal Chief to execute the attached Memorandum of Agreement with the Muskogee County Commissioners for the purpose of making roadway improvements to Wainwright Road.

ENACTED by the Muscogee (Creek) National Council on this 28th day of March, 2015.

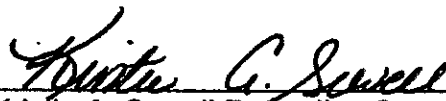
IN WITNESS WHEREOF, the Speaker of the Muscogee (Creek) National Council has hereto attached his signature.



Thomas Yahola, Speaker
National Council
Muscogee (Creek) Nation

CERTIFICATION

I, the undersigned, certify that the foregoing is a true extract from the minutes of the Muscogee (Creek) National Council comprised of Sixteen members with **Fifteen** members attending this meeting on the **28th** day of **March, 2015** and that the above is in conformity with the provisions therein adopted by a vote of **14** in favor, **0** against, and that said Resolution has not been rescinded or amended in any way and the above is the signature of the Speaker of the National Council.



Kristie A. Sewell Recording Secretary
Muscogee (Creek) National Council

APPROVAL

I, the Principal Chief of the Muscogee (Creek) Nation, hereby affix my signature this 6th day of April, 2015 to the above Resolution, TR 15-037 authorizing it to become a Resolution under Article VI., Section VI., of the Constitution of the Muscogee (Creek) Nation.



George Tiger, Principal Chief
Muscogee (Creek) Nation



**MEMORANDUM OF AGREEMENT
BETWEEN
THE MUSCOGEE (CREEK) NATION,
OKFUSKEE COUNTY, OKLAHOMA
AND
OKMULGEE COUNTY, OKLAHOMA**

This AGREEMENT is made by and between the MUSCOGEE (CREEK) NATION, hereinafter referred to as the "NATION" and Okmulgee County, Oklahoma and Okfuskee County, Oklahoma hereafter referred to as the COUNTIES.

1. CONTRACT PERIOD

THIS AGREEMENT becomes effective upon the date of execution by the NATION, and shall terminate upon final completion of the Project or unless terminated or modified as hereinafter provided.

2. SCOPE AND LOCATION OF PROJECT

The NATION and COUNTIES agree that the scope of the 10th Street Project includes the patching of damaged asphalt pavement, placement of a 4-inch asphalt overlay and construction of driveway entrances. The project is located at the intersection of State Highway 84 and extends northward approximately 8.44 miles to the intersection of Burlington Northern Railroad.

3. PRE-CONSTRUCTION RESPONSIBILITIES

- a. The NATION shall conduct the necessary preconstruction activities for preparation of the Plans, Specifications, and Engineer's Estimate (PS&E) package. The PS&E package shall be prepared in accordance with the most recent American Association of State Highway and Transportation Officials (AASHTO) *Policy on Geometric Design of Highways and Streets*, the Oklahoma Department of Transportation (ODOT) *Roadway Design Manual*, and ODOT Standard Specifications for Highway Construction.
- b. The COUNTIES shall furnish the rights-of-way for this Project through privately owned property. Where the Project passes through Government owned or controlled land, the COUNTIES agree to make application and acquire such rights-of-way for a public highway in accordance with the appropriate regulatory requirements, including 25 CFR 169 for rights-of-way over Indian Lands.
- c. The COUNTIES will acquire all necessary temporary construction easements. The COUNTIES will be responsible for all utility relocations necessary for the construction of the Project, including any utility permits necessary.

- d. The NATION shall ensure that the appropriate documents to meet the requirements of the National Environmental Protection Act (NEPA) and to obtain Archeological clearance are prepared in advance of the Nation providing project funding.

4. CONSTRUCTION RESPONSIBILITIES

- a. The NATION shall award the contract for the work in accordance with their existing procedures and applicable laws. A copy of the executed Construction Contract (Contract) will be provided to the COUNTIES prior to commencing Contract work.
- b. The NATION will notify in writing the COUNTIES of the award date, as well as all pre-award, pre-construction, and final inspection dates.
- c. The NATION shall monitor and inspect all work performed by the Construction Contractor and will provide such engineering, inspection, and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E and Contract Documents.
- d. The NATION shall perform and document all Davis Bacon wage rate interviews and review all certified contractor payrolls to ensure compliance with the Davis Bacon wage rates in accordance with the appropriate Federal Acquisition Regulations.
- e. The NATION will issue a "Notification of Completion" to the COUNTIES once the Project is completed to the satisfaction of the COUNTIES and the NATION.

5. FUNDING RESPONSIBILITIES

The NATION will reimburse the COUNTIES for all reasonable and agreed upon costs associated with the design, right of way acquisition, utility relocation and construction associated with this project.

The Engineer's Estimate of Probable Cost for the 10th Street Project is \$4,152,940.00.

6. MAINTENANCE RESPONSIBILITIES

Upon completion of the Project, the COUNTIES accept full responsibility for maintenance, upkeep, and repair of said roadway to the extent required by law and further covenants to keep said roadway open as a public thoroughfare so long as necessary, or that public necessity and convenience requires.

7. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all data prepared under this AGREEMENT shall be made available to the NATION without restriction or limitation on their further use, with the exception of any documents or information, which would be considered attorney/client privileged by the COUNTIES.

8. TERMINATION

- a. This agreement may be terminated by any of the following conditions:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (3) By the unavailability of funds for construction of the project.

- b. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the COUNTIES and the NATION under this agreement. If the potential termination of this agreement is due to the failure of either the COUNTIES or the NATION to fulfill a contractual obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of contract has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by the non-breaching party within a period mutually agreed by each party.

APPROVED BY:
 MUSCOGEE (CREEK) NATION
 DIVISION OF TRANSPORTATION
 P.O. BOX 580
 OKMULGEE, OKLAHOMA 74447

APPROVED BY:
 BOARD OF COUNTY COMMISSIONERS
 P.O. Box 26
 OKEMAH, OKLAHOMA 74859

George Torres 12-10-15
 PRINCIPAL CHIEF Date

Bruce Smith 11-30-15
 CHAIRMAN, OKFUSKEE COUNTY Date

Sworn & subscribed to before me this
10 day of Dec, 20 15

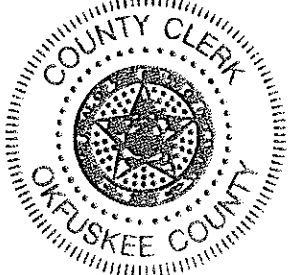
Danyella 11-30-15
 MEMBER Date

Miss Henry 11-30-15
 MEMBER Date

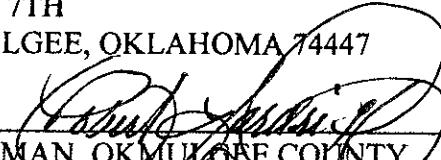
Mona M. Lowe
 NOTARY PUBLIC OFFICIAL SEAL
 MONA M. LOWE
 NOTARY PUBLIC OKLAHOMA
 OKMULGEE COUNTY
 My Commission No. 1214005 EXP. 12-31-2016

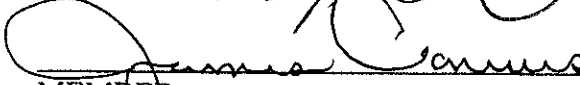
Sworn & subscribed to before me this
30 day of Nov, 20 15

Dionne Flanders
 COUNTY CLERK



APPROVED BY:
BOARD OF COUNTY COMMISSIONERS
314 W. 7TH
OKMULGEE, OKLAHOMA 74447

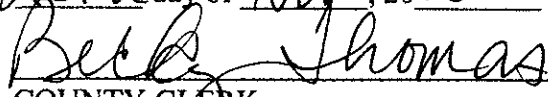

CHAIRMAN, OKMULGEE COUNTY 11-23-15
Date

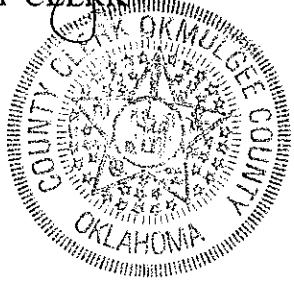

MEMBER 11-23-15
Date


MEMBER 11-23-15
Date

Sworn & subscribed to before me this

23rd day of Nov, 2015


COUNTY CLERK





TR 15-139

CLASSIFICATION: #28. LANDS AND MINERALS

A TRIBAL RESOLUTION OF THE MUSCOGEE (CREEK) NATION AUTHORIZING THE PRINCIPAL CHIEF TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE MUSCOGEE (CREEK) NATION AND OKFUSKEE AND OKMULGEE COUNTIES, OKLAHOMA

Be it resolved by the National Council of the Muscogee (Creek) Nation:

WHEREAS, the Constitution of the Muscogee (Creek) Nation, Art. VI, Section 7(b) empowers and authorizes the National Council to negotiate with Federal, State and local governments; and

WHEREAS, the Bureau of Indian Affairs, acting under authority granted by Congress through the Tribal Transportation Program (TTP) provides funding for the construction and improvement of public roadways serving Indian communities; and

WHEREAS, it is in the Nation's interest to enter into agreements with local governments to clarify the funding and maintenance responsibilities for public roadways and bridges designated by the TTP; and

WHEREAS, the Muscogee (Creek) Nation, Okmulgee County and Okfuskee County are desirous of entering into a Memorandum of Agreement for the purpose of repairing and constructing approximately 8.44 miles of pavement between State Highway 84 and Burlington Northern Railroad.

NOW THEREFORE BE IT RESOLVED THAT, the National Council hereby authorizes the Principal Chief to execute the attached Memorandum of Agreement between the Muscogee (Creek) Nation and Okmulgee County, Oklahoma for construction of TTP route(s) in Okmulgee County, Oklahoma, all in accordance with the attached specifications.

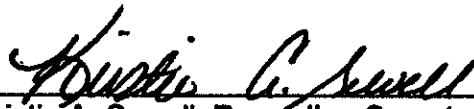
ENACTED by the Muscogee (Creek) National Council on this 29th day of August, 2015.

IN WITNESS WHEREOF, the Speaker of the Muscogee (Creek) National Council has hereto attached his signature.

Thomas Yahola, Speaker
National Council
Muscogee (Creek) Nation

CERTIFICATION

I, the undersigned, certify that the foregoing is a true extract from the minutes of the Muscogee (Creek) National Council comprised of Sixteen members with **Fifteen** members attending this meeting on the **29th** day of **August, 2015** and that the above is in conformity with the provisions therein adopted by a vote of **14** in favor, **0** against, and that said Resolution has not been rescinded or amended in any way and the above is the signature of the Speaker of the National Council.



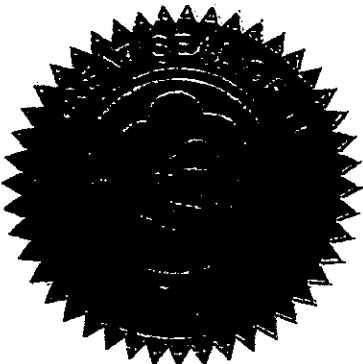
Kristie A. Sewell, Recording Secretary
Muscogee (Creek) National Council

APPROVAL

I, the Principal Chief of the Muscogee (Creek) Nation, hereby affix my signature this **9th** day of **Sept**, 2015 to the above Resolution, TR 15-139 authorizing it to become a Resolution under Article VI., Section VI., of the Constitution of the Muscogee (Creek) Nation.



George Tiger, Principal Chief
Muscogee (Creek) Nation



**MEMORANDUM OF AGREEMENT
BETWEEN
THE MUSCOGEE (CREEK) NATION
AND
OKFUSKEE COUNTY, OKLAHOMA**

FILED
OKFUSKEE COUNTY
2016 AUG -8 AM 9:47
DIANNE FLANDERS
COUNTY CLERK

This AGREEMENT is made by and between the MUSCOGEE (CREEK) NATION, hereinafter referred to as the "NATION" and Okfuskee County, Oklahoma hereafter referred to as the COUNTY.

1. CONTRACT PERIOD

THIS AGREEMENT becomes effective upon the date of execution by the NATION, and shall terminate upon final completion of the Project or unless terminated or modified as hereinafter provided.

2. SCOPE AND LOCATION OF PROJECT

The NATION and COUNTY agree that the scope of the K Bar Road Project includes the construction of an asphalt roadway with drainage improvements. The project is located at the intersection of K Bar Road and State Highway 27 and extends eastward approximately 1.6 miles east to the eastern property line of the Muscogee (Creek) Nation Hospital.

3. PRE-CONSTRUCTION RESPONSIBILITIES

- a. The NATION shall conduct the necessary preconstruction activities for preparation of the Plans, Specifications, and Engineer's Estimate (PS&E) package. The PS&E package shall be prepared in accordance with the most recent American Association of State Highway and Transportation Officials (AASHTO) *Policy on Geometric Design of Highways and Streets*, the Oklahoma Department of Transportation (ODOT) *Roadway Design Manual*, and ODOT Standard Specifications for Highway Construction.
- b. The COUNTY shall furnish the rights-of-way for this Project through privately owned property. Where the Project passes through Government owned or controlled land, the COUNTY agrees to make application and acquire such rights-of-way for a public highway in accordance with the appropriate regulatory requirements, including 25 CFR 169 for rights-of-way over Indian Lands.
- c. The COUNTY will acquire all necessary temporary construction easements. The COUNTY will be responsible for all utility relocations necessary for the construction of the Project, including any utility permits necessary.
- d. The NATION shall ensure that the appropriate documents to meet the requirements of the National Environmental Protection Act (NEPA) and to obtain Archeological clearance

are prepared in advance of the Nation providing project funding.

4. CONSTRUCTION RESPONSIBILITIES

- a. The NATION shall advertise for construction bids, receive and tabulate all responsive bids and award a Contract for construction of the Project in accordance with existing procedures and applicable laws. A copy of the executed Construction Contract (Contract) will be provided to the COUNTY prior to commencing Contract work.
- b. The NATION will notify in writing the COUNTY of the bid opening date, as well as all pre-award, pre-construction, and final inspection dates.
- c. The NATION shall monitor and inspect all work performed by the Construction Contractor and will provide such engineering, inspection, and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E and Contract Documents.
- d. The NATION shall perform and document all Davis Bacon wage rate interviews and review all certified contractor payrolls to ensure compliance with the Davis Bacon wage rates in accordance with the appropriate Federal Acquisition Regulations.
- e. The NATION will issue a "Notification of Completion" to the COUNTY once the Project is completed to the satisfaction of the COUNTY and the NATION.

5. FUNDING RESPONSIBILITIES

The NATION will reimburse the COUNTY for all reasonable and agreed upon costs associated with the right of way acquisition and utility relocation associated with this project.

The Engineer's Estimate of Probable Cost for the construction of K Bar Road Project is \$3,682,549.00.

6. MAINTENANCE RESPONSIBILITIES

Upon completion of the Project, the COUNTY accepts full responsibility for maintenance, upkeep, and repair of said roadway to the extent required by law and further covenants to keep said roadway open as a public thoroughfare so long as necessary, or that public necessity and convenience requires.

7. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all data prepared under this AGREEMENT shall be made available to the NATION without restriction or limitation on their further use, with the exception of any documents or information, which would be considered attorney/client privileged by the COUNTY.

8. TERMINATION

- a. This agreement may be terminated by any of the following conditions:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (3) By the unavailability of funds for construction of the project.

- b. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the COUNTY and the NATION under this agreement. If the potential termination of this agreement is due to the failure of either the COUNTY or the NATION to fulfill a contractual obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of contract has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by the non-breaching party within a period mutually agreed by each party.

APPROVED BY:
 MUSCOGEE (CREEK) NATION
 P.O. BOX 580
 OKMULGEE, OKLAHOMA 74447

APPROVED BY:
 BOARD OF COUNTY COMMISSIONERS
 P.O. BOX 26
 OKEMAH, OKLAHOMA 74859

James R. J. J. J. 8/25/2016
 PRINCIPAL CHIEF, Date
 MUSCOGEE (CREEK) NATION

Map Henry 8-8-16
 CHAIRMAN, Date
 OKFUSKEE COUNTY

W.B. J.

Randy Wilson 8-8-16
 MEMBER Date

Brant Smith 8-8-16
 MEMBER Date

Sworn & subscribed to before me this

25 day of August, 2016

Mona M. Lowe
 NOTARY PUBLIC

Sworn & subscribed to before me this

8 day of Aug., 2016

Dionne Handers
 COUNTY CLERK

My Commission is due to expire:

12-26-2016

