



**TR 19-133**

**CLASSIFICATION: #28. LANDS AND MINERALS**

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

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

**WHEREAS**, the Nation and Hughes County, Oklahoma ("County"), are desirous of obtaining satisfactory road conditions in Hughes County, which is within the Muscogee (Creek) Nation jurisdictional boundaries, by engaging in a project which includes the placement of an asphalt overlay on an existing asphalt roadway and begins at the intersection of U.S. 270 and EW 133 in the Town of Horntown and extends eastward 7.0 miles to the Town of Lamar; and

**WHEREAS**, the County shall prepare the roadway for the asphalt overlay by patching all the base failures and pothole areas; and

**WHEREAS**, the Nation shall prepare the Plans, Specifications and Engineer's Estimate package; shall advertise for construction bids, receive and tabulate all responsive bids and award a Contract for construction of the Project; and 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; and

**WHEREAS**, the estimated cost of the Project is \$3,800,000.00 and the Nation will reimburse all reasonable and agreed upon costs; and

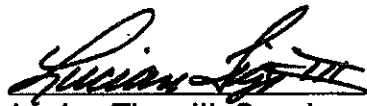
**WHEREAS**, funds are available for the Project through the Federal Highway Administration Funds; and

**WHEREAS**, upon completion of the Project, the County will assume full responsibility for the maintenance and repair of said roadway and further covenants to keep said roadway open as a public thoroughfare so long as necessary, or that public necessity and convenience requires.

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

**ENACTED** by the Muscogee (Creek) National Council on this 16<sup>th</sup> day of November, 2019.

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



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Lucian Tiger III, 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 Sixteen members attending this meeting on the 16<sup>th</sup> day of November, 2019 and that the above is in conformity with the provisions therein adopted by a vote of 15 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.

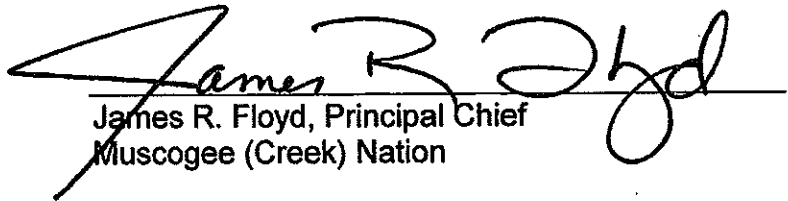


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Kristie A. Jackson, Recording Secretary  
Muscogee (Creek) National Council

**APPROVAL**

I, the Principal Chief of the Muscogee (Creek) Nation, hereby affix my signature this 20<sup>th</sup> day of November, 2019 to the above Resolution, TR 19-133 authorizing it to become a Resolution under Article VI., Section VI., of the Constitution of the Muscogee (Creek) Nation.

  
James R. Floyd, Principal Chief  
Muscogee (Creek) Nation



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

This AGREEMENT is made by and between the MUSCOGEE (CREEK) NATION, hereinafter referred to as the "NATION" and Hughes 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 Lamar Road Project includes the placement of an asphalt overlay on an existing asphalt roadway. The project begins at the intersection of U.S. 270 and EW 133 in the town of Horntown and extends eastward 7.0 miles to the town of Lamar.

**3. PRE-CONSTRUCTION RESPONSIBILITIES**

- a. The NATION shall prepare 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 prepare the roadway for the asphalt overlay by patching all the base failures and pothole areas.
- c. 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 Engineer's Estimate of Probable Cost for the Lamar Road Project is \$3,800,000.00. All funding for this project shall be Federal Funding from the Tribal Transportation Program.

## **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  
200 N. BROADWAY  
HOLDENVILLE, OKLAHOMA 74848

James R. Old 12/19/2019  
Date  
PRINCIPAL CHIEF,  
MUSCOGEE (CREEK) NATION

[Signature] 12-16-19  
Date  
CHAIRMAN,  
HUGHES COUNTY

[Signature] 12-16-19  
Date  
MEMBER

[Signature] 12-16-19  
Date  
MEMBER

Sworn & subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Sworn & subscribed to before me this  
16 day of Dec., 2019

\_\_\_\_\_  
NOTARY PUBLIC

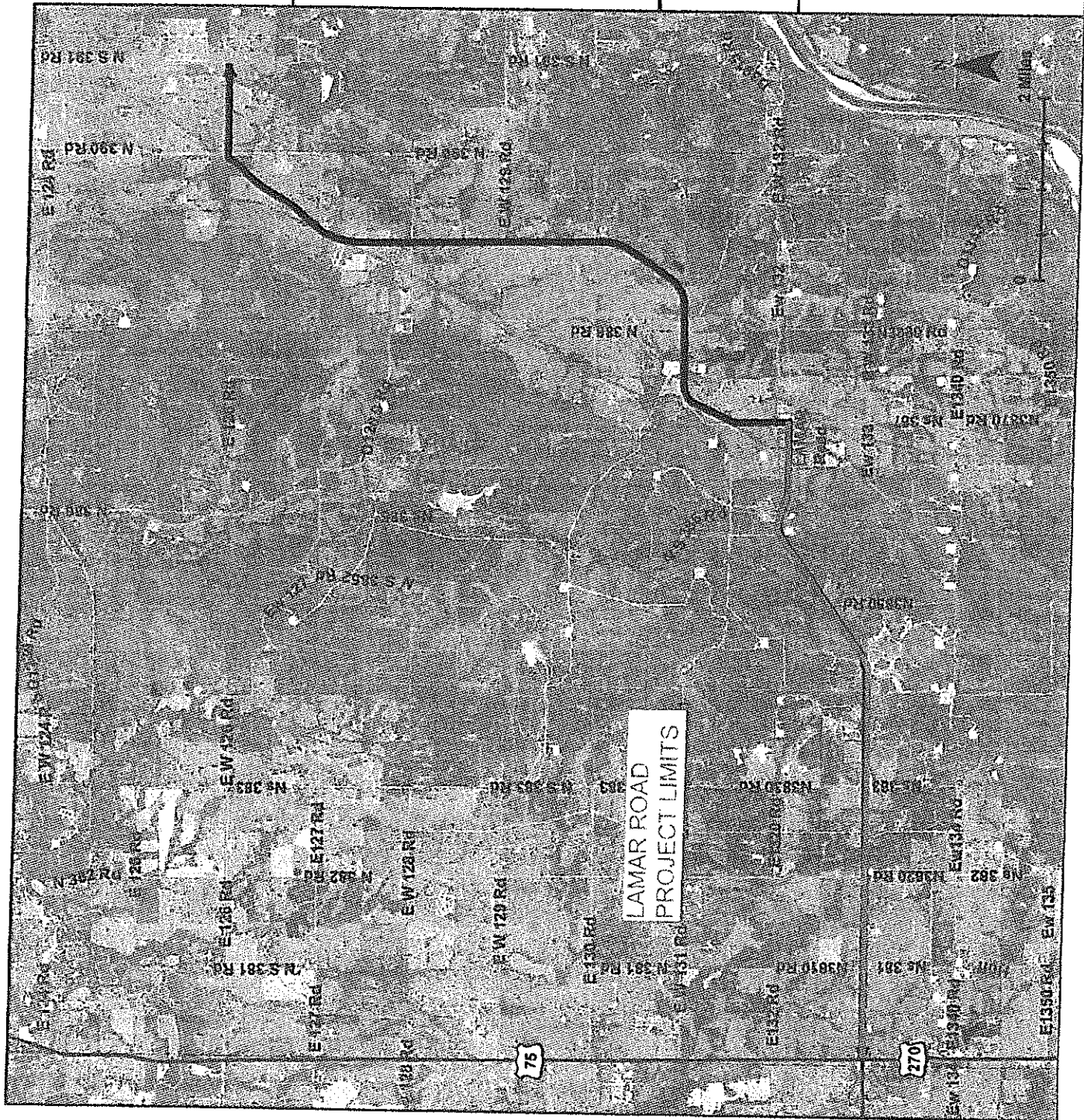
Jamala Bible  
COUNTY CLERK

My Commission is due to expire:  
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# Route 1914

# Muscogee (Creek) Nation



LAMAR ROAD  
PROJECT LIMITS

