

AGREEMENT BETWEEN
CITY OF NORMAN, OKLAHOMA
and
CITY OF MOORE, OKLAHOMA

RE: 36TH AVENUE N.W. AND TELEPHONE ROAD RECONSTRUCTION PROJECT

This Agreement is entered into this 15 day of June 2026 by and between City of Norman, Oklahoma, a Municipal Corporation (hereinafter referred to as "**NORMAN**") and the City of Moore, Oklahoma, a Municipal Corporation (hereinafter referred to as "**MOORE**"), for the following intents and purposes.

RECITALS

WHEREAS, consistent with statutory authorization, **NORMAN** and **MOORE** wish to enter into a cooperative agreement in order to pursue a mutually advantageous project, the reconstruction of portions of 36th Avenue NW in Norman and S Telephone Road in Moore, as set forth in this Agreement (the **PROJECT**); and

WHEREAS, **NORMAN** and **MOORE** are members of the Association of Central Oklahoma Governments ("**ACOG**"), and desire to implement the Regional Safety Action Plan and Vision Zero Policy in support of the ACOG; and

WHEREAS, the comprehensive transportation plans for **NORMAN** and **MOORE** both designate 36th Avenue N.W. and Telephone Road, respectively, for improvement as major arterials, and the Parties have coordinated for the primary objective of improving safety, mobility and connectivity along the **PROJECT** corridor; and

WHEREAS, the Parties each engaged the same consultant to provide planning and engineering services for the improvement and reconstruction of the **PROJECT** as a 4-lane major arterial ("**PROJECT DESIGN PLANS**"); and

WHEREAS, in July 2025, in furtherance of these efforts, **NORMAN** and **MOORE** jointly submitted a grant application to the U.S. DOT for Safe Streets and Roads for All ("**SS4A**") funding, and on December 23, 2025 the City of Norman was informed that implementation funding in the maximum amount of \$25,000,000.00 had been awarded to **NORMAN** for the **PROJECT** and would be administered by the Federal Highway Administration ("**FHWA**"); and

WHEREAS, the Parties wish to set forth the terms of said cooperative agreement, in order to ensure the equitable, orderly and successful completion of the **PROJECT**

utilizing said **SS4A** funding and to set forth those other necessary terms as required under applicable law.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

A. This agreement shall be in effect from the date above through September 31, 2034 or through the expiration of the audit period associated with any agreement entered into between **NORMAN** and the **FHWA** relating to **SS4A** grant funding or, whichever occurs later.

B. **NORMAN** agrees:

1. To serve as Grantee for the **SS4A** funding award and enter into agreement(s) with the **FHWA** as necessary to facilitate receipt of 80/20 grant funding for the **PROJECT** pursuant to the applicable grant terms and federal law.
2. To identify and appropriate one hundred percent of the estimated **PROJECT** cost, as identified in its agreement(s) with the **FHWA**, which includes the currently estimated **MOORE COST** identified and defined herein.
3. To be ultimately responsible for eighty percent (80%) of the total **PROJECT** cost, for ultimate reimbursement pursuant to the **SS4A** grant program.
4. To be responsible for twenty percent (20%) of the funding associated with **NORMAN**'s responsibility for the **PROJECT** within its respective municipal boundary, inclusive of all costs including construction ("**NORMAN COST**").
5. To complete the construction of the **PROJECT** in accordance with the **PROJECT DESIGN PLANS**, as the same may be modified or changed as necessary for the proper construction, operation and maintenance of the Turnpike, as determined by **NORMAN** and otherwise consistent with this Agreement.
6. To maintain all **NORMAN** roadway as identified in this Agreement, as reconstructed by the **PROJECT** following conclusion of construction.
7. To maintain budget and other documents relating to construction of the **PROJECT** and provide necessary, complete and accurate records of construction accomplished and costs expended, and in turn submit said records to **FHWA** for reimbursement pursuant to the **SS4A** grant funding terms.

C. **MOORE** agrees:

1. To secure and provide to **NORMAN** the **PROJECT ENGINEERING PLANS** for the portions of the **PROJECT** within its municipal boundary, as well as any and all information necessary for **NORMAN** to serve as Grantee for the receipt of **SS4A** funding for the **PROJECT**.
2. To secure all right-of-way needed for the portions of the **PROJECT** within its municipal boundary within sixty (60) days of the execution of this agreement.
3. To complete the relocation of all conflicting utilities related to the **PROJECT** for the portions within its municipal boundary within one hundred eighty (180) days of the execution of this agreement.
4. To hereby grant to **NORMAN**, and any authorized agents and contractors thereof, right of access to and the use of all rights-of-way belonging to or controlled by **MOORE** associated with and necessary to facilitate construction of the **PROJECT** until fully and finally completed, as determined by **NORMAN**.
5. To maintain all roadway and associated infrastructure within its municipal boundary as reconstructed by **NORMAN** following conclusion of construction.
6. To forward twenty percent (20%) of the funding associated with **MOORE**'s responsibility for the **PROJECT** within its respective municipal boundary, inclusive of all costs relating to construction ("**MOORE COST**"), to **NORMAN** as follows:
 - a. Within thirty (30) days execution of actual bid opening, **MOORE** shall remit to **NORMAN** the currently estimated **MOORE COST**, as further set forth in (D)(2) below and to be held by Norman until appropriated pursuant to (B)(2) herein;
 - b. Within forty-five (45) days of **NORMAN** determining full and final **PROJECT** completion and providing documentation establishing an increase in the **MOORE COST**, **MOORE** shall remit the additional **MOORE COST** to **NORMAN**; and
 - c. Within forty-five (45) days of **NORMAN** determining full and final **PROJECT** completion and providing documentation establishing decrease in the **MOORE COST**, **NORMAN** shall return to **MOORE** any remitted **MOORE COST** not utilized for the **PROJECT**;
 - d. Where the **PROJECT**, or a portion thereof, is not completed within the applicable **SS4A** budget period, as determined by **NORMAN**'s

agreement(s) with **FHWA**, shall remit to **NORMAN** 100% of those amounts attributable to the **PROJECT** cost attributable to the portions of construction completed within **MOORE**'s municipal boundary;

- e. All final costs for the **PROJECT** shall be subject to pro rata adjustment(s) based upon any determinations or reversals of determinations by **FHWA** pursuant to applicable **SS4A** grant regulations.

D. The Parties Agree:

1. **NORMAN** shall administer and inspect, and **MOORE** shall cooperate and abide by applicable regulations, 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 **PROJECT DESIGN PLANS**. Said administration and cooperation shall be conducted in compliance with Oklahoma law, including the Oklahoma Competitive Bidding Act of 1974, 61 O.S. § 101, *et seq.*, as well as any and all federal and other laws made applicable by virtue of the **SS4A** grant regulations, including any imposed by any agreement(s) ultimately entered into between **NORMAN** and the **FHWA**.
2. **NORMAN** and **MOORE** agree to split financial responsibility for the **PROJECT** initially based upon that certain Opinion of Probable Cost dated May 13, 2026, and incorporated fully by reference herein for the purposes of establishing the currently estimated **MOORE COST** and the parties' general expectations regarding **NORMAN**'s administration of the **PROJECT**. As set forth in the same, twenty percent (20%) of the currently estimated amount of **MOORE**'s responsibility, i.e. the **MOORE COST**, remitted in compliance with (C)(6)(a) shall be **ONE MILLION TWO HUNDRED SIXTY-NINE THOUSAND FORTY-TWO DOLLARS EXACTLY (\$1,269,042.00)**. **NORMAN** shall proceed with construction and administration as reasonably necessary to execute the **PROJECT** according to the **PROJECT ENGINEERING PLANS** but shall not be bound by discrete line items of estimated cost set forth in the May 13, 2026 Opinion of Probable Cost.
3. That **NORMAN**'s representations, covenants and promises herein are entirely contingent upon the availability and ultimate receipt of the **SS4A** grant funds, and that the continued availability, and assurance of availability, of those funds is a condition precedent to **NORMAN**'s obligation to proceed pursuant to this Agreement.

4. After completion of all work, **MOORE** shall be afforded an opportunity to attend the final inspection of the **PROJECT**.
5. Upon completion of work and final acceptance by **NORMAN**, the completed 36TH AVE N.W. improvements will be owned respectively by **NORMAN** and the Telephone Road improvements will be owned by **MOORE** and all maintenance responsibilities will be in accordance with Oklahoma law as reflected in this agreement.
6. This Agreement shall be effective upon provision of a completely executed copy to each of the parties and shall remain in full force and effect until jointly agreed to terminate by **NORMAN** and **MOORE**, provided this Agreement may not be terminated once the **PROJECT** construction contract is awarded by **NORMAN**.
7. **NORMAN** and **MOORE** are both governmental entities subject to the provisions of and afforded protections under the Governmental Tort Claims Act, 51O.S. §§ 151 et seq. Neither **NORMAN** nor **MOORE** shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other Party. Each party shall be responsible for negligent acts of its own employees acting within the scope of their employment. Notwithstanding anything herein to the contrary, neither **MOORE** nor **NORMAN** waive any rights or privileges in its favor under the laws of Oklahoma for political subdivisions, political subdivisions liability, instrumentalities of the state and the Governmental Tort Claims Act.
8. This Agreement is intended to conform to the requirements of the Constitution and Laws of the State of Oklahoma and in particular to the provisions of Title 69 of the Oklahoma Statutes. Any provision contained herein which is contrary to the Constitution and Laws of the State of Oklahoma shall be void and unenforceable. Venue for any action brought for the enforcement of this Agreement shall be in the District Court of Cleveland County, Oklahoma.
9. In connection with the **PROJECT**, this Agreement incorporates and reduces to a writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the Parties.
10. No changes, revisions or amendments to this Agreement, or alterations in the manner, scope, or type of work contemplated herein shall be effective unless reduced to writing and executed by the Parties with same formalities as are observed in the execution of this Agreement.
11. This Agreement may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute a single

document. This document will not be binding on or constitute evidence of a contract between the Parties until all have executed and delivered this document.

IN WITNESS WHEREOF, the Parties hereto set their hand and seal on the date first written above.

FOR THE CITY OF NORMAN:

ATTEST:

CITY OF NORMAN

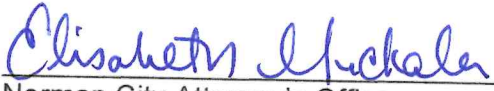
CITY Clerk

Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM:



Norman City Attorney's Office

FOR THE CITY OF MOORE:



CITY OF MOORE

Mayor

DATE:

APPROVED AS TO FORM:

Brian Miller
Moore City Attorney's Office