

**SPECIAL PROJECT AGREEMENT FOR ELM CREEK/6TH STREET DRAINAGE,
DETENTION AND CONVEYANCE PLAN – 2006 SALES TAX PROJECT**

The purpose of this agreement effective the _____ day of September, 2015 (“Special Project Agreement”) is to outline roles and responsibilities of the City of Tulsa (City) and Tulsa Development Authority (TDA) for the successful execution of a specific project. This Special Project Agreement is subject to the provisions of the Services Agreement between the parties dated October 20, 2014, which addresses the day to day operations and relationship between the parties (“Services Agreement”). Rates and services associated with the Services Agreement shall not apply to this Special Project Agreement unless specifically outlined and agreed to in this document. In the event of a conflict between this Special Project Agreement and the Services Agreement, the terms of this Special Project Agreement shall control.

Project Title: Elm Creek/6th Street Drainage, Detention and Conveyance Plan

Project Location: Pearl District, 6th Street, Tulsa, Oklahoma

Current Property Owner: Various – as selected and approved by the City of Tulsa

Description: As part of the 2006 Sales Tax Project, the City of Tulsa needs to acquire 11 land assemblages to complete the Elm Creek/6th Street portion of the Project. The Tulsa Development Authority (TDA) has been selected to provide services for the acquisition of the parcels and relocation of property owners and residents as required under the applicable relocation assistance act. The specific properties to be acquired will be identified by Leon Davis, Jr., Project Manager, Real Estate Development, with the City of Tulsa.

Services to be provided: The City requests TDA, utilizing 2006 Sales Tax Project funds, to provide such services as may be required for the acquisition of eleven (11) parcels of land (and relocation of owners and residents as required under the applicable relocation assistance act) in the Elm Creek/6th Street Project as identified by Leon Davis, Jr., Project Manager, Real Estate Development, with the City of Tulsa and shown on the attached exhibit outlining the boundaries of the area for acquisition and relocation activities and containing a list of said parcels.

The TDA shall attempt to negotiate voluntary conveyances with each property owner in such amounts and terms as the City of Tulsa shall approve on a parcel-by-parcel basis. The TDA shall also verify ownership of title and secure appropriate releases of any mortgages or other liens encumbering any parcel to be acquired. In the event that TDA cannot acquire any parcel voluntarily, the TDA shall be authorized to proceed with condemnation for the purposes of acquiring title to such parcel. The TDA shall also provide relocation services as needed in conjunction with the acquisition of the subject parcels. TDA may employ third parties and professionals in the provision of services under this Special Project Agreement.

The City of Tulsa shall reimburse TDA, on a monthly basis, for all costs and expenses incurred by TDA in the acquisition of the subject parcels and relocation of the owners and residents. Such costs shall include, without limitation, costs for the purchase of the subject

parcels, appraisal, abstracting, title examination, title clearance work, filing, recording and closing fees, condemnation awards, attorney fees, expert witness fees, court costs, maintenance, taxes, assessments, and insurance incurred by TDA. TDA shall not be required to provide acquisition or relocation services unless and until sufficient funds are held by the City of Tulsa in the 2006 Sales Tax Project account and dedicated to payment for the estimated costs thereof.

Term: The term of this agreement shall begin upon the signature of the Mayor and shall terminate once all of the subject parcels have been acquired, the owners and residents provided relocation services as required, and the TDA has been reimbursed for all costs and expenses incurred therefore.

Compensation Structure: In addition to reimbursement of all costs and expenses as provided above, City agrees to pay to TDA _____ per cent (_____%) of the acquisition and relocation costs for each parcel covered by this Special Project Agreement. Such payment shall be made, on a parcel by parcel basis, by the City to TDA within sixty (60) days following the completion of acquisition of good title and completion of and required relocation of owners and residents to each parcel.

Reimbursement: City shall reimburse TDA for expenses incurred by TDA in performing services under this Special Project Agreement, including without limitation: administrative personnel compensation, abstracting and title clearance work; filing, recording and closing fees; and fees for legal services.

City's responsibilities: Unless disputed, City shall promptly pay each Advance Request which has been submitted by TDA for payment pursuant to this Special Projects Agreement.

Liability and Indemnification: TDA shall defend and indemnify City from and against legal liability for damages arising out of the performance of the Services for City by TDA including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of TDA or any person, organization, or entity acting on behalf of, at the direction or request of TDA in performing Services for whom TDA is legally liable provided that any TDA liability shall be limited by the statutory limits established for public bodies by the State of Oklahoma.

Changes to this agreement must be in the form of a contract amendment executed by both parties.

This agreement was approved by the Tulsa Development Authority Board of Directors by Resolution on the _____ day of _____, 2015 (attached).

**Tulsa Development Authority,
an Oklahoma urban renewal authority,**

Roy Peters, Jr., Chairman

Date

Approved as to Form:

Jot Hartley, General Counsel
Tulsa Development Authority

City of Tulsa, a municipal corporation.

Dewey Bartlett, Mayor

Date

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Approved:

Contract Administrator/Director of Planning & Development