

**MEMORANDUM OF AGREEMENT
BETWEEN
THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY AND
CITY OF CLINTON**

1. PURPOSE: The purpose of this Memorandum of Agreement (MOA) is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between the Oklahoma Department of Environmental Quality (DEQ) and the City of Clinton. This agreement is primarily for occupancy and access to the local armory building before and during limited remediation. The areas of responsibility and relationships presented herein provide the concept under which the program will be executed.

2. BACKGROUND: The Oklahoma Military Department (OMD) transferred title to its armory building at 723 South 13th Street to Clinton for public purpose use. There is a strong likelihood that the building contains asbestos and/or lead based paint. If an indoor firing range is located in the building, high concentrations of lead will be present. The DEQ plans to confirm the presence of hazards using sampling and analysis and to abate the asbestos, abate the lead based paint, and remediate the firing range.

3. RESPONSIBILITIES OF THE PARTIES: The following paragraphs identify responsibilities of the parties under this MOA:

The City's Responsibilities:

- Provide keys and access to DEQ and its contractors as needed to evaluate and remediate building;
- Restrict occupant's use/presence in the building before and during remediation, as requested. This could include removing equipment, vehicles and other items that may be in the way of cleanup activities; and
- Coordinate with DEQ during the remediation process.

The DEQ's Responsibilities:

- Provide regular progress reports to the City

- Mitigate hazards to remedial goals with minimal use restrictions;
- Supply the City with a final report of all DEQ activities;
- File mandatory Notice of Remediation, i.e. deed notice;
- Notify the City of ongoing operations and maintenance issues, if any; and
- Perform armory transfer ceremony, if appropriate

4. BUILDING USE RESTRICTIONS BEFORE CLEANUP

- No access to or use of the indoor firing range, if one is located there;
- No residential use;
- No use as a child occupied or elder care facility.
- No use of the property without DEQ approval.

5. RESPONSIBILITY FOR COSTS: The DEQ is responsible for costs associated with site characterization and remediation of the armory building. The DEQ is not responsible for costs associated with insuring, maintenance and mowing of the property. The DEQ is not responsible for structural issues, replacement of roofing systems, mold issues, or building security.

6. PUBLIC INFORMATION: The City is generally responsible for all public information. However, the DEQ may make public announcements and respond to all inquiries relating to the characterization and remediation of the building. The City and the DEQ shall make their best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to this MOA. DEQ will prepare a press release in advance of the armory ceremony, if one is held.

7. COMMUNICATIONS AND COORDINATION REPRESENTATIVES: To provide consistent and effective communication between the DEQ and the City, each party shall appoint a principal representative to serve as its central point of contact on matters relating to this MOA.

For the DEQ:

Dustin Davidson
 Project Manager
 Box 1677, OkC, OK 73101-1677
 405-702-5100
dustin.davidson@deq.ok.gov

For the City:

Grayson Bottom
City Manager
P.O. Box 1177, Clinton OK 73601
580-323-0261
citymanager@clintonokla.org

8. MISCELLANEOUS: This MOA shall not affect any pre-existing or independent relationships or obligations between the parties.

9. EFFECTIVE DATE: This Agreement becomes effective upon the date of the signature of the Executive Director of the DEQ and will remain in effect until the armory building has been remediated and released for occupancy by the DEQ.

10. ACCEPTANCE OF AGREEMENT: The parties acknowledge and agree that they have read the Agreement and that they accept the responsibilities with which they are charged. The City agrees to comply with the building use restrictions before cleanup and understands that failure to comply with said restrictions or failure to adhere to the responsibilities enumerated in this Agreement may result in delayed remediation.

Allen Bryson
Mayor
City of Clinton

DATE

Steven A. Thompson
Executive Director
Department of Environmental Quality

DATE



STATE OF OKLAHOMA
MILITARY DEPARTMENT
3501 MILITARY CIRCLE
OKLAHOMA CITY, OKLAHOMA 73111-4398
405-228-5000 DSN 628-5000

December 8, 2010

received
12-10-10

Mr. Grayson Bottom
Clinton City Manager
415 Gary Boulevard
P.O. Box 1177
Clinton, OK 73601

Dear Mr. Bottom:

It was nice to meet you last week. As we discussed at our meeting, the Adjutant General of the Oklahoma National Guard has determined the Clinton Armory to be excess to the needs of our organization, and is making this facility available for transfer to the City of Clinton in accordance with 44 O.S §233.3.

The transfer of the Clinton Armory from the Oklahoma National Guard to the City of Clinton involves a number of steps and organizations. A key part of the process is the environmental hazard assessment and if required, remediation work to be undertaken by the Oklahoma Department of Environmental Quality (DEQ).

The transfer sequence will follow the general sequence outlined below:

1. Oklahoma National Guard issues this letter of offer to City of Clinton.
2. City of Clinton sends reply letter requesting transfer of Armory to the city.
3. Oklahoma National Guard establishes formal date of transfer to City of Clinton
4. City of Clinton enters into agreement with DEQ for armory remediation.
5. DEQ conducts hazard sampling and remediation.

We look forward to continuing the great relationship between the Oklahoma Military Department and the City of Clinton.

If you require additional information on this matter, please contact me at 405-228-5652.

Sincerely,

A handwritten signature in black ink, appearing to read "Amber R. Corbin".

Amber R. Corbin
Real Property Attorney
Oklahoma Military Department



Allen Bryson, Mayor
Steve Jones, Ward 1
Terry Wheeler, Ward 2
Bob Marcy, Ward 3
Phyllis Smith, Ward 4

Office of the City Manager

Grayson Bottom, City Manager
City of Clinton, Oklahoma

December 10, 2010

Amber R. Corbin
Real Property Attorney
Oklahoma Military Department
3501 Military Circle
Oklahoma City, OK 73111-4398

Dear Ms. Corbin:

Thank you for your letter of December 8, 2010 outlining the Oklahoma National Guard's process for the transfer of property. We do request that the aforementioned transfer be accomplished in as timely a manner as possible within the laws, regulations, and rules of all of the appropriate parties.

We have received the "Memorandum of Agreement" from the Oklahoma Department of Environmental Quality. That agreement has been reviewed by our City Attorney and has been set for consideration at our next City Council meeting. That meeting will be at 5:30 PM on Tuesday, December 21, 2010 in the City Council Chamber in the Clinton City Hall. At that time I would anticipate that the City Council will authorize the Mayor to execute the agreement on behalf of the City.

Thank you for your timely handling of this matter.

Sincerely,

A handwritten signature in cursive script that reads 'Grayson Bottom'.

Grayson Bottom