



**BOARD OF COUNTY COMMISSIONERS
MUSKOGEE COUNTY DISTRICT #1
3000 NORTH STREET, MUSKOGEE, OKLAHOMA 74403
918-682-4511 - OFFICE**

MEMORANDUM OF UNDERSTANDING

Between Muskogee County, Oklahoma, District One and Oktaha Public Schools

This Memorandum of Understanding ("MOU") is entered into between Muskogee County, Oklahoma, acting through County Commissioner District One ("County"), and Oktaha Public Schools ("School"), for the purpose of cooperating on the construction and improvement of a parking lot serving the Oktaha Public Schools Event Center.

Purpose and Scope

The County and School desire to work cooperatively to construct and improve the parking area associated with the Oktaha Public Schools Event Center.

Subject to the availability of County personnel and equipment and all applicable laws, policies, and purchasing requirements, Muskogee County District One will provide County equipment and County labor at no charge to Oktaha Public Schools for work associated with the parking lot project.

The County may also assist the School in obtaining necessary construction materials through applicable County competitively bid contracts, including the County's six-month bid, when legally permissible and appropriate.

Materials and Outside Services

Oktaha Public Schools agrees to reimburse Muskogee County for the actual costs incurred by the County for materials purchased specifically for the project and for any outside labor, hauling, equipment, or other third-party services necessary to complete the work.

The County will not charge Oktaha Public Schools for labor performed by regular Muskogee County District One employees or for the use of County-owned equipment unless otherwise agreed to in writing by both parties.

Any amounts to be reimbursed by Oktaha Public Schools shall be limited to the County's actual costs, without markup.

Coordination

Representatives of Muskogee County District One and Oktaha Public Schools will coordinate the scheduling, materials, hauling, and work necessary for the project. The work will be performed as County personnel and equipment are reasonably available and in coordination with the School's schedule and needs.

Any substantial change in the scope of the project or any significant expense not contemplated by this MOU should be discussed and agreed upon by both parties before the expense is incurred.

Term

This MOU shall become effective upon approval and execution by the appropriate representatives of Muskogee County and Oktaha Public Schools and shall remain in effect until completion of the parking lot project and payment of any outstanding reimbursable costs, unless terminated earlier by mutual agreement.

Approval

The parties acknowledge that this cooperative project is intended to benefit Oktaha Public Schools and the community it serves and agree to work together in good faith to complete the project efficiently and economically.

MUSKOGEE COUNTY, OKLAHOMA

By: [Signature]
County Commissioner, District One

Date: _____

OKTAHA PUBLIC SCHOOLS

By: _____
Authorized Representative

Title: _____

Date: _____

1st day of Oct 20 26
Chairman [Signature]
Member [Signature]
Member [Signature]
Attest _____
County Clerk