

**CONSTRUCTION SERVICES MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
BOARD OF COUNTY COMMISSIONERS OF MUSKOGEE COUNTY, OKLAHOMA
AND
TOWN OF FORT GIBSON, OKLAHOMA**

Section 1. Purpose and Scope

The purpose of this Memorandum of Understanding (the "MOU") is to foster cooperation and coordination between the Board of County Commissioners of Muskogee County (the "County") and the Town of Fort Gibson, Oklahoma (the "Town") as authorized by 74 OS § 1008(A) and 19 OS § 339(A)(18). The County and the Town agree to cooperate in the construction of shoulder improvements at or near the northwest corner of the intersection of Lee Street and Highway 62 in Fort Gibson, Oklahoma (the "Project").

Section 2. Provisions

The County agrees to manage the construction of the Project without fee, including the provision of required equipment, labor, and supplies without cost. The County will build the Project to a specified budget as derived from the plans and specifications developed exclusively by the County, however, the County will seek meaningful input from the Town on the development of such plans and specifications. The planning of the Project will commence at the signing of this agreement. Without being bound by the same, the parties anticipate the Project will be completed by approximately _____ month(s) from the time construction commences in accordance with the plans and specifications developed by the County. The Town shall not contribute to the budget of the Project.


Section 3. Additional Provisions

This agreement is an internal governmental agreement and is not intended to confer any right upon any private person or party. Nothing in this agreement shall be interpreted as limiting, superseding or otherwise affecting either the County or the Town's normal operations or decisions in carrying out its statutory or regulatory duties. This agreement does not limit or restrict the parties from participating in similar activities or arrangements with other entities. Should disagreements arise on the interpretation of the provisions of this agreement which cannot be resolved at the operating level, the areas of disagreement shall be stated in writing to each party and presented to the other party for consideration. If agreement is not reached within thirty (30) days, the parties shall forward the written presentation of disagreement to respective higher officials for appropriate resolution.

IT WITNESSS WHEREOF, the parties hereto, each acting under due and proper authority, have caused this agreement to be executed.

**BOARD OF COUNTY COMMISSIONERS
OF MUSKOGEE COUNTY**

TOWN OF FORT GIBSON, OKLAHOMA



County Commissioner - District 1



Town Administrator



County Commissioner - District 2



Town Clerk



County Commissioner - District 3



County Clerk

