

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

Section 1. Purpose and Scope

The purpose of this **Memorandum of Understanding** (the "MOU") is to foster cooperation and coordinate between the **Board of County Commissioners of Muskogee County** (the "County") and the **Town of Oktaha, Oklahoma** (the "Town") as authorized by 74 OS § 1008(A), 19 OS § 339(A)(18), and 11 OS § 36-113. The County and the Town agree to cooperate in the construction of **public road improvements known as Burns St** in Oktaha, 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 additional cost. The County will build the Project to a specified budget as derived from the plans and specifications developed 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. The Town shall reimburse the County for all costs associated with the Project without markup by the County. Without being bound by the same, the parties anticipate the Town's total funding will not exceed \$ 100,000.00 for use on the Project to be paid out of REAP Grant funds available to the Town.

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 OKTAHA, OKLAHOMA

[Signature]
County Commissioner – District 1

Mayor

[Signature]
County Commissioner – District 2

Town Clerk

[Signature]
County Commissioner – District 3

[Signature]
County Clerk

5/29/24

