

Service Contract

This Service Contract (hereinafter called "Contract") is hereby made on this 10th day of July 20_23_, by and between Muskogee County, hereafter called "County", and (Vendor) Lescher Millsap Funeral Home, 2801 Chandler Rd. Muskogee, OK 74403.

Article I

Engagement/Description of Work

- A. Contractor shall provide the following services (the Project):
Contractor shall provide recovery, transportation, and cremation of deceased individuals who have expired in Muskogee County and have been declared indigent by the Coroner's Office.

Article II

Term of Contract

- A. This contract shall be valid for a term of One Year, from the date of execution and will be renewable with the consent of both parties.

Article III

Payment Schedule

- A. In consideration of the performance of this contract, the County agrees to pay Contractor the sum of Three Hundred (\$300.00) dollars, per incident (the Contract Price) on the following payment schedule.
- B. Contractor shall be paid as follows: the contract price is due within thirty (30) days of submission of invoice to the Client.
- C. Contractor will provide a W9 form to the Muskogee County Clerk.

Article IV

Right to Cancel

- A. Each party shall have the right, upon 30 day written notice (an "Opt-Out Notice"), to the other Party to opt out of their participation in this agreement.

Article V

Licenses and Permits

- A. Contractor will be responsible for obtaining the necessary permits and licenses to fulfill the services specified in this contract and providing proof upon request of client.

Article VI

Fines

- A. Contractor is responsible for maintaining proper work, safety and environmental protection standards. Contractor agrees to hold Client harmless for all fines from federal, state or local agencies and regulators. Contractor will work in compliance with all standards required by applicable federal agencies. Contractor will be responsible for paying all fines and judgments levied by these agencies resultant from the performance of this contract.

Article VII
Relationship of Parties

- A. The relationship created between the Parties shall be limited to that of independent contractors. Neither Party shall undertake any actions that would imply or seek to establish, any partnership, ownership, employment, joint venture or trust relationship between the Parties, except by amendment to this Contract.

Article VIII
General

- A. Both Parties are expressly prohibited from assigning this Contract or any rights or interest flowing there from. Assignment will only incur with the express written consent of both Parties.
- B. This Contract contains the entire agreement and understanding between the Parties and supersedes any prior or contemporaneous written or oral contracts, representations and warranties between them respecting subject matter of this Contract.
- C. This Contract will be interpreted and enforced under the laws of the State of Oklahoma, without regard to conflict of laws.

IN WITNESS THEREOF, the Parties hereto execute this Contract.

Vendor: Lescher Millsap Funeral Home



Authorized Representative (Signature)

Robert C. Moffet

Authorized Representative (Printed)

Muskogee Board of County Commissioners:



Kenny Payne, Chairman




Ken Doke, Member



Keith Hyslop, Member

Attest:



Polly Irving, County Clerk

