

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

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 **Oktaha Public Schools** (the "School"). The County and the School agree to cooperate in the improvement of **two school owned driveways in Muskogee County, Oklahoma** (the "Project").

Section 2. Provisions

The County agrees to manage the construction of the Project without fee, including the provision of required labor without cost. The County will build the Project to a specified budget as derived from the plans and specifications developed by both the County and the School. The School agrees to be responsible for all costs included but not limited to financing, permits, hard construction cost, design fees and insurance associated with the Project. Without being bound by the same, the parties anticipate the School's total funding will not exceed **\$75,000** for use on the Project.

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 30 days from the time construction commences in accordance with the plans and specifications developed by both the County and the School.

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 School'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 arrangement 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**

OKTAHA PUBLIC SCHOOLS

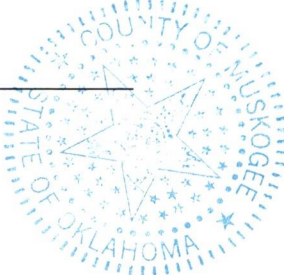
Ben DeLoe, Deputy
Commissioner - District 1

Authorized Official

Keith White
Commissioner - District 2

Kenneth Paul
Commissioner - District 3

Debra King
County Clerk



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**BOARD OF COUNTY COMMISSIONERS
OF MUSKOGEE COUNTY**

Brian Williams, Deputy
Commissioner – District 1

Kathy H. [Signature]
Commissioner – District 2

[Signature]
Commissioner – District 3

[Signature]
County Clerk

OKTAHA PUBLIC SCHOOLS

[Signature]
Authorized Official

