

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is executed this 18 day of October, 2022 by and between the City of Choctaw, (“Choctaw”), and the City of Midwest City, (“Midwest City”).

### WITNESSETH:

**WHEREAS**, Choctaw, together with Midwest City desire to collaborate on the Surface Transportation Block Grant Program (STBG-UZA) for the reconstruction of a drainage structures, roadway, utility and/or other appurtenances on SE 15<sup>th</sup> Street just west of Hiwassee Road which conveys Choctaw Creek Tributary 4 East Branch; and

**WHEREAS**, Choctaw intends to apply for federal funds through ACOG and if awarded federal funds will proceed with said project; and

**WHEREAS**, Johnson and Associates, LLC (J&A) has provided a preliminary construction estimate cost of \$1,246,200.00; and

**WHEREAS**, Federal participation under the terms of the Fixing America’s Surface Transportation (FAST) Act relating to Surface Transportation Block Grant Program Urbanized Area (STBG UZA) funds is 80% of the project construction cost; and

**WHEREAS**, Choctaw and Midwest City will partner and each entity will pay half of the 20% local match for the project construction costs, which is estimated at \$249,240.00.

**NOW THEREFORE**, the parties agree as follows:

1. Choctaw shall take the lead in the project.
2. Midwest City shall have input in all phases of the project.
3. Choctaw and Midwest City shall be responsible for acquiring any required right-of-way within their respective City limits.
4. Choctaw and Midwest City shall be responsible the relocation of any utilities within their respective City limits.
5. If sidewalk is installed on one side of right-of-way only, the City upon which the sidewalk is located will be responsible for the cost associated with said sidewalk.
6. Choctaw and Midwest City shall split any additional project construction costs over the 20% local match in a 50/50 manner.
7. The cost of engineering design, project bidding, and inspections shall be split in a 50/50 manner.

8. Choctaw and Midwest City shall get prior approval from the respective City Councils for any additional costs above and beyond those included in the engineering estimate.
9. Any future costs billed after the audit of the completed project shall be split in a 50/50 manner by Choctaw and Midwest City.
10. Midwest City agrees to reimburse Choctaw of any incurred costs within 30 days of receipt of the reimbursement request from Choctaw in accordance with the above agreed procedures.
11. The parties agree that this MOU includes all the covenants, stipulations and provisions agreed upon by the parties. All amendments shall be in writing and approved by all parties.
12. This Agreement shall become effective upon the approval of funding of the Surface Transportation Block Grant through Association of Central Oklahoma Governments (ACOG).

APPROVED by the City Council of the City of Choctaw this 18 day of October, 2022.

ATTEST:

Amanda Williams  
City Clerk



THE CITY OF CHOCTAW

Randy Ross  
MAYOR

APPROVED by the City Council of the City of Midwest City this 25 day of October, 22.

ATTEST:

Sarah Homacek  
City Clerk



THE CITY OF MIDWEST CITY

M. Alit  
MAYOR

Approved as to form and legality this 27<sup>th</sup> day of October, 2022.

Ray Vincent  
Ray Vincent, City of Choctaw  
City Attorney

Don Maisch  
Don Maisch, City of Midwest City  
City Attorney