

MEMORANDUM OF UNDERSTANDING
For the Reimbursement of and Cost Share with WFEC for Certain Utility Relocation Costs

This Memorandum of Understanding ("MOU") is entered into on the ____ day of _____, 2021, by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and Western Farmers Electric Cooperative ("WFEC"), for the purpose of agreeing to the City's reimbursement to WFEC of certain costs incurred by WFEC relating to utility poles necessary for WFEC's relocation of certain utility lines as a part of the 36th Avenue NW Bond Project.

WHEREAS, on August 28, 2012, the citizens of Norman voted in favor of a Bond Issue to finance the local share of eight transportation/stormwater projects. One of the eight 2012 bond projects is the 36th Avenue NW Bond Project between Tecumseh Road and Indian Hills Road.

WHEREAS, this MOU relates to Phase I of the 36th Avenue NW Bond Project, which extends from Tecumseh Road through the intersection of 36th Avenue NW and Franklin Avenue. ("City Bond Project").

WHEREAS, the Norman City Council has previously approved a Programming Resolution, R-1112-64 and Contracts K-1314-102 (including various subsequent authorizations for expenditure) and K-1213-170 for professional consulting and engineering design services relating to the City Bond Project.

WHEREAS, necessary property acquisitions and relocation of existing utilities must take place before ACOG funding is granted or construction of the City Project is begun. To date, all necessary property acquisitions for the City Bond Project have been completed and the relocation of WFEC's utility lines is the final utility relocation requiring completion.

WHEREAS, should a controversy or disagreement arise between WFEC and the City regarding the share of responsibility for costs relating to relocation of certain lines affecting the City Bond Project, both parties shall endeavor to negotiate in good faith to reach an amicable agreement as to the overall allocation of the relocation cost. Neither party waives its arguments regarding said responsibility.

WHEREAS, WFEC is an entity subject to public competitive bidding requirements and has solicited and obtained time-sensitive bids for a certain portion of the disputed material costs, and the parties have reached an agreement as each party's share of responsibility for these material costs. The parties intend the agreement herein to be binding upon approval of this MOU, yet ultimately become part of a larger agreement addressing all material and labor costs concerning WFEC's line relocation for the City Bond Project.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES, that each party as indicated by its signature affixed to this MOU, do hereby agree to the following terms to be more fully set forth in a final Reimbursement and Cost Share Agreement ("the Agreement" to be negotiated and approved by further mutual agreement of the Parties at a future date:

1. **Approval of Material Costs.** Both parties hereby approve payment of its respective share of the costs associated with the fabrication of three utility poles and required anchor bolts pursuant to Meyers Utility Structures' Proposal No.39685, in the total amount of Ninety-Eight Thousand Eight Hundred Forty-Three and 00/100 Dollars **(\$98,843.00)**("Material Costs").
2. **Respective Share of Material Costs.** Both parties hereby approve, and affirm each's responsibility for payment of the following portions of the total Material Costs:
 - a. WFEC: Twenty-Nine Thousand Five Hundred Sixty-Eight and 50/100 Dollars **(\$29,568.50)**.
 - b. City: Sixty-Nine Thousand Two Hundred Seventy-Four and 50/100 Dollars **(\$69,274.50)**.

The timing of reimbursement pursuant to this agreed cost share shall be set by future agreement; however, if said agreement is not complete within the fiscal year, reimbursement to WFEC shall occur no later than June 30, 2022.

3. Other General Terms.

- a. Neither party may assign this MOU or the Agreement without the prior written consent of the other party.
- b. This document may be executed in counterparts, with each counterpart being treated as an original.
- c. This MOU constitutes the parties' understanding of the terms and conditions of the Agreement at this time and shall constitute the agreement of the parties until such time as a final Reimbursement and Cost Share Agreement is adopted by all parties.
- d. In the event no further Reimbursement and Cost Share Agreement is adopted by the parties, this MOU shall be considered independently binding as to the terms set forth in Paragraphs 1 and 2 herein.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed and effective as of the date set forth above.

CITY OF NORMAN, OKLAHOMA

("CITY")

BY: _____

Mayor, Breea Clark

ATTEST: _____

City Clerk, Brenda Hall

Approved as to form and legality this ____ day of _____, 2021.

Office of the City Attorney

WESTERN FARMERS ELECTRIC COOPERATIVE

("WFEC")

BY: Gary R. Roulet

CEO, Gary R. Roulet

Approved as to form and legality this 7th day of May, 2021.

[Signature]

WFEC Office of Legal Counsel