

## **Agreement**

This agreement, is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Oklahoma Tourism and Recreation Department, an agency of state government, hereinafter called Department, and the Osage County Commission, an entity of county government, hereinafter called County, pursuant to the authority found in the Interlocal Cooperation Act as 74 O.S. 2001 § 1008 and Chapter 19 Contracts 74 O.S. 2001 § 581.

### **I. Purpose:**

The Department operates Osage Hills State Park located in Osage County. The roadway to Lookout Lake within the park is badly in need of repair work for a culvert area located along the lake access road. This public park provides access to various recreational activities including fishing and boating activities at Lookout Lake. Due to the location of this area within Osage County, the County Commissioners for Osage County are willing to cooperate with the Department in implementing culvert improvements that ultimately benefit the citizens and visitors to Osage County. Based on this purpose the parties agree as follows:

### **II. The Department will:**

- a. Appoint an authorized representative who shall have the authority to act for the Department in matters relating to work under this Agreement. The person appointed for this purpose of this Agreement is Nick Conner, Park Manager for Osage Hills State Park. Mr. Conner may be reached by phone at (918)336-5635 or by mail at 2131 Osage Hills Park Rd, Pawhuska, OK 74056.
- b. Provide County authorization to construct road improvements at the Lookout Lake access road within Osage Hills State Park.
- c. Cooperate with County through the Manager at the park by assisting with the location of existing utilities and infrastructure services and identifying appropriate areas for material and equipment storage as are available within the park.
- d. Upon completion of the road culvert improvements from County, assume responsibility for the road operation and maintenance.

### **III. County will:**

- a. Appoint an authorized representative for this agreement, who shall be Randall Jones, County Commissioner, District 1, Osage County. Commissioner Jones can be contacted by phone at (918)287-1570, or by mail at 1125 W. Main, Pawhuska, OK 74056.
- b. Provide the necessary equipment and manpower to accomplish the work whether through contract or other means of performance.

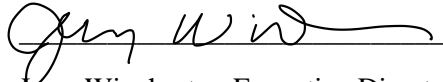
- c. Assure that the contractor or other entity performing the work is properly insured with workers compensation, liability insurance and performance bonding to assure proper completion of the project.
- d. Handle any financial responsibilities relative to procuring and paying for any components of this work, excluding those components contributed by the Eagle Scout Project.
- e. Assure that the contractor or other entity performing the work secures the construction area and supplies so as to avoid theft and any injury to visitors to the park. This shall include installing signs at the site to provide notice to visitors as necessary and appropriate.
- f. Assuring that Department and County shall not be liable for any damage, injury or loss experienced by any contractor or other entity performing work on the project site.
- g. Initiate the agreed upon culvert improvements within six months of the signing of this Agreement and keep Department advised of work progress.

**IV. Both Parties agree that:**

- a. There will be representative of the Department and County involved with decision making relative to the Lookout Lake culvert improvement project. This project is associated with Eagle Scout Project which is providing design work done under the supervision of a licensed engineer and funding for culvert project materials.
- b. Once construction of the improvements has been initiated, both parties agree to make every effort possible to avoid contract termination and to achieve a mutually beneficial completion of the project. This includes but is not limited to a commitment by both parties to enter into mediation prior to termination.
- c. This Agreement is effective the date it is signed by both parties and terminates itself upon project completion.
- d. By accepting this contract with the Department, County agrees to this audit clause, which provides books, records, documents, working papers, accounting procedures and practices, or any other items of the professional service provider relevant to performance of the contract are subject to examination by the Department and the State Auditor and Inspector upon request.
- e. Modification within the scope of this Agreement shall be made by the issuance of a modification or amendment which is signed by both parties prior to any changes being performed.

- f. This Agreement is made in the State of Oklahoma and shall be interpreted in accordance with Oklahoma laws. If any part of this Agreement shall be found to be unconstitutional or in violation of state or federal law, the balance of the Agreement shall be construed as if the illegal clause were not contained in the Agreement.

In Witness Whereof, the parties have executed this Agreement as of the last date written below.



Jerry Winchester, Executive Director

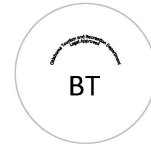
Oklahoma Tourism and Recreation Department

900 North Stiles, Suite 200

Oklahoma City, OK 73104

8/1/19

Date



\_\_\_\_\_  
Randall Jones, County Commissioner

District 1 Osage County

1125 W. Main

Pawhuska, OK 74056

\_\_\_\_\_  
Date