

INTERAGENCY AGREEMENT

This AGREEMENT is entered into this 4th day of August, 2020, by and between the Department of Transportation of the State of Oklahoma, hereinafter known as the "ODOT", and the Department of Tourism & Recreation of the State of Oklahoma, hereinafter known as the "OTRD" for the following intents and purposes:

WITNESSETH

WHEREAS, the ODOT is charged under the laws of the State of Oklahoma with the construction and maintenance of highways which are designated as a part of the State Highway System; and,

WHEREAS, the ODOT endeavors to define the participation between the ODOT and the OTRD for a one-time maintenance operation on a county/local road and a State Highway pursuant to Title 74 OS §581.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the ODOT and the OTRD do hereby mutually promise and agree as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State Highway System pursuant to Title 69 Oklahoma Statutes §501.

GENERAL CONDITIONS

1. This agreement is for the purpose of defining the responsibilities of both parties for a one-time maintenance operation on Carson's Creek Road, Stevens Gap Road near Hochatown, Oklahoma, and on State Highway 259A.
2. The ODOT agrees to provide the labor and equipment to place a one-and-a-half-inch asphalt overlay for the full extent of Stevens Gap Road and Carson's Creek Road.
3. The OTRD agrees to pay for the asphalt needed for placing the overlay on Stevens Gap Road.
4. The OTRD agrees to pay for the asphalt needed for placing the overlay on Carson's Creek Road.
5. The OTRD agrees to pay for asphalt to be placed on State Highway 259A by the ODOT for a minimum monetary value of \$840,000.
6. This agreement in no way constitutes the ODOT accepting further maintenance responsibilities for Stevens Gap Road and Carson's Creek Road
7. This agreement in no way constitutes the OTRD accepting further maintenance responsibilities for State Highway 259A.

AUTHORIZATION TO EXECUTE AGREEMENT

The OTRD Executive Director has the authority to execute this Agreement pursuant to 74 O.S. §2203 and 74 O.S. § 1008.

2. If intended for the OTRD, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to the OTRD at:

Jerry Winchester
Executive Director of Tourism
P.O. Box 248937
Oklahoma City, OK 73124

HEADINGS

Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

BINDING EFFECT

This Agreement shall be binding upon and insure to the benefit of the ODOT and the OTRD and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

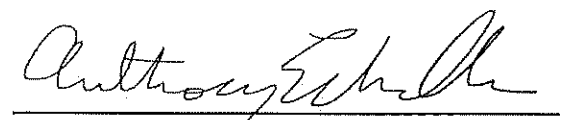
SEVERABILITY

If any provision, clause, or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses, or paragraphs of this Agreement and any documents incorporated by reference are declared severable.


IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the OTRD on the 31st day of July, 2020, and the ODOT, on the 4th day of August, 2020.



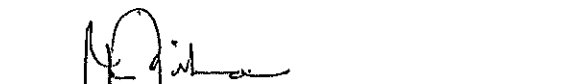
Jerry Winchester
Oklahoma Tourism & Recreation Dept.
Executive Director of Tourism



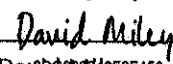
Anthony Echelle
Oklahoma Dept. of Transportation
Division 2 Engineer

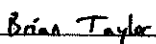


Brett Thomas
Oklahoma Tourism & Recreation Dept.
Deputy General Counsel



Darren Saliba
Oklahoma Dept. of Transportation
Director of Operations

DocuSigned by:

David Miley
Oklahoma Dept. of Transportation
Assistant General Counsel

DocuSigned by:

Brian Taylor
Oklahoma Dept. of Transportation
Chief Engineer