

| ODOT Memorandums of Understanding or Agreement |                |   |  |  |  |  |   |
|--|----------------|---|--|--|--|--|---|
| No.  | Effective Date | Duration  | Funds Involved   | Engaged Entity/Entities  | ODOT Party                               | Purpose  | Constitutional or Statutory Provisions  |
| 2019-01  | 11/21/19       | N/A   | ODOT will pay \$732,000 as part of the funding strategy of the SH16 grade crossing BUILD grant.  | Port of Muskogee   | Rail Division                            | Cooperation on the development and modernization of the Port of Muskogee Rail Access and Safety Initiative   | Title 74 OS Sec. 1008   |
| 2019-02  | 12/10/19       | When Project is Complete  | The City of Tulsa is responsible for payment of its required funding share within 45 days of receipt of invoice. Upon final acceptance of the project, the amount of ODOT funds and the amount previously deposited by the City of Tulsa will be deducted from the total cost and a refund will be made by ODOT to the City of Tulsa or additional funding requested.  | City of Tulsa / Tulsa Metropolitan Utility Authority   | Division 8 Engineer                      | To establish the responsibilities of each with regard to relocation of the UTILITY OWNER's waterline to accommodate construction of a reinforced concrete box (RCB) carrying SH-11 over Dirty Butter Creek in Tulsa County, Job Piece No. 31885(05) Tulsa, Oklahoma.   | Title 69 OS Sec. 304  |
| 2020-01  | 02/28/20       | N/A   | Indian Reservation Roads Program (Tribal Transportation Program) funded through the Federal Highway Admin.   | Muscogee (Creek) Nation  | Tribal Liaison                           | Tribe administers improvements and has maintenance responsibilities for 1.0 section of US HWY 51B in Porter, Wagoner County, OK  | 25 CFR 170.442-447<br>Title 74 OS Sec. 1221(D)(5)   |
| 2020-02  | 03/19/20       | N/A   | Indian Reservation Roads Program (Tribal Transportation Program) funded through the Federal Highway Admin.   | Muscogee (Creek) Nation  | Tribal Liaison                           | Tribe administers improvements and has maintenance responsibilities for 2.0 section of US HWY 75 in Okmulgee, Okmulgee County, OK  | 25 CFR 170.442-447<br>Title 74 OS Sec. 1221(D)(5)   |
| 2020-03  | 03/31/20       | After payment made  | County Improvement of Roads & Bridges (CIRB) funding   | Board of County Commissioners of Stephens County   | Local Government                         | Amend the existing CIRB project agreement for grade, drain, & surface responsibilities of 4.6 mile section of NS-305 in Stephens County, OK  | Title 69 OS Sec. 4002<br>Title 69 OS Sec. 317 and 665   |
| 2020-04  | 07/07/20       | N/A   | Federal Funds  | ACOG, COTPA and the City of Norman   | Deputy Director                          | To carry out the comprehensive, cooperative, and continuing planning process for the OCARTS Area for the Intermodal Transportation Policy Committee (ITPC), Intermodal Transportation Technical Committee (ITTC) and the Unified Planning Work Program (UPWP)  | Title 23 Sec. 134(a), and Title 49, U.S.C. sec 5303 of subtitle III   |
| 2020-05  | 10/02/20       | When Project is Complete  | ODOT to contribute funding for costs of right-of-way, utility relocation and construction work associated with the widening of SH66, and to contribute funds for the surfacing of the local detour road.   | Oklahoma Turnpike Authority, Town of Wellston and Board of County Commissioners of Lincoln County  | Project Management                       | OTA's maintenance obligation of Bridge 22.10 and widening of Turnpike and ODOT's contribution of funds for the costs associated with the reconstruction and widening of SH66   | ODOT: Title 69 OS Sec. 304 & 317<br>OTA: Title 69 OS Sec. 304 & 4010  |
| 2020-06  | 12/23/20       | When Project is Complete  | The STATE estimates the total Project construction and engineering costs, to be \$4,300,000.00. The STATE will fund \$3,300,000.00 and the Chickasaw Nation funding amount is not to exceed \$1,000,000.00.  | The Chickasaw Nation and the State of Oklahoma (ODOT)  | District 7 Division Engineer             | The Chickasaw Nation and STATE agree that the scope of the Project is for the construction of 2 additional lanes (1 additional lane in each direction) from the I-35 Mile Marker 1 Interchange north approximately 2.0 miles to the Mile Marker 3 Interchange (WinStar Blvd.) in Love County providing for a six-lane, divided highway, ODOT Job piece Number 31896(04).   | Title 74 OS Sec. 1221(D)(5)   |
| 2020-07  | 12/11/20       | N/A   | Design, material and installation costs based on the unit price of fifty dollars (\$50.00) per each sign.  | Oklahoma Tourism and Recreation Department   | Chief Traffic Engineer                   | OTRD shall submit to ODOT a proposed design and location(s) for signage for the Oklahoma Fishing Trail on approved routes. ODOT will fabricate, install and maintain the signage. OTRD will reimburse ODOT for material and installation costs of signs and any replacements if damaged or stolen.   | Title 74 OS Sec. 1008   |
| 2020-08  | 01/07/20       | Expires if terms not carried out within 10 yrs. from date of execution  | FHWA funds for Federal-Aid Project TAP-270E(040)TP, State Job Piece 32998(04)thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA, 54 U.S.C § 300101 et seq), and its implementing regulations, 36 CFR part 800   | Federal Highway Administration, Oklahoma Dept. of Transportation, and the Oklahoma State Historic Preservation Office  | Environmental Programs Division Engineer | ODOT to make improvements to the Texhoma Streetscape at the intersection of Main Street (US-95) and 2nd St. (US-90) in Texhoma, Texas County, Oklahoma, by replacing a portion of brick streets with concrete pavement for curbside angled parking, sidewalk and driveway reconstruction, ADA curb ramps, and landscaped bulb-outs at intersections  | Title 69 OS Sec. 304  |
| 2020-09  | 09/10/20       | Expires if terms not carried out within 10 yrs. from date of execution  | FHWA funds for Federal-Aid Project STP-242B(073)AD, State Job Piece 32953(04) thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA, 54 U.S.C § 300101 et seq), and its implementing regulations, 36 CFR part 800;   | Federal Highway Administration, Oklahoma Dept. of Transportation, and the Oklahoma State Historic Preservation Office  | Environmental Programs Division Engineer | ODOT to make improvements to make sidewalks ADA compliant at several locations along US-77 and SH-33 in Guthrie, Logan County, OK, by replacing concrete/brick sidewalk segments, adding sidewalks where none exist, adding ramps, limited curb and gutter replacements, reconstructing street returns at intersecting streets, limited retaining wall and handrail construction, crosswalk and stop bar pavement markings, and relocating existing signage  | Title 69 OS Sec. 304  |
| 2021-01  | 04/16/21       | Two (2) years through April 1, 2023 subject to renewal each year by March 30th or can be terminated by either party with 30-day written notice.   | ODOT agrees to provide the Office of the Governor \$75,000.00 annually in consideration for access and use of the Washington D.C. office and support from the Washington D.C. staff provided by OG. and ODOT will tender the funds to OG no later than June 1, of each year for the term of this MOU.  | Office of the Governor and Oklahoma Department of Transportation (Secretary of Transportation)   | Secretary of Transportation              | To ensure efficiency in state government by allowing for an allocation of state resources that is most beneficial to each of the Parties while also being responsible stewards of taxpayer funds. Under this MOU, OG will provide shared office space, furniture, and salaries for OG staff for its office in Washington D.C. with the support of funds provided by ODOT. ODOT will receive access and use of the facilities, subject to availability, and support from the staff in Washington D.C. as needed.  | Title 74 OS. Sec. 581   |
| 2021-02  | 05/13/21       | MOA will be null and void if its stipulations are not carried out within ten (10) years from the date of its execution.   | Federal Funds through the Federal Highway Administration (FHWA)  | Federal Highway Administration (FHWA), Oklahoma Dept. of Transportation (ODOT), The Oklahoma Archaeologic Survey (OAS), The Oklahoma State Historic Preservation Office (SHPO), the Cherokee Nation and Mr. Dan Hill | Environmental Programs Division Engineer | To mitigate adverse effects to archaeological site 34SQ 76, a historic property listed on the National Register of Historic Places, caused by replacement of the State Highway 10 bridge over Polecat Creek  | Title 69 OS Sec. 304  |
| 2021-03  | 08/17/21       | From September 1, 2021, through September 1, 2023 subject to a one (1) year renewal every year by August 30, for the succeeding year. This Agreement may be terminated by either party upon thirty (30) days written notice to the nonterminating party.  | ODOT agrees to provide the Office of the Governor \$75,000.00 annually in consideration for access and use of the Washington D.C. office and support from the Washington D.C. staff provided by OG. and ODOT will tender the funds to OG no later than June 1, of each year for the term of this MOU.  | Office of the Governor and Oklahoma Department of Transportation (Secretary of Transportation)   | Secretary of Transportation              | This MOU replaces and supersedes the MOU dated April 16, 2021. The purpose of this MOU is to ensure efficiency in state government by allowing for an allocation of state resources that is most beneficial to each of the Parties while also being responsible stewards of taxpayer funds. Under this MOU, OG will provide shared office space, furniture, and salaries for OG staff for its office in Washington D. C. with the support of funds provided by ODOT. ODOT will receive access and use of the facilities, subject to availability, and support from the staff in Washington D.C. as needed.   | Title 74 O.S. 2011, §§ 581 & 1008(A)  |
| 2021-04  | 11/29/21       | Shall remain in force until terminated, or until superseded by a new agreement. ODOT and SODA may terminate by giving sixty (60) day written notice. In the event of termination, the SODA will be entitled to receive compensation for any satisfactory work completed under this MOU to the effective date of such termination. | Funding for project is subject to availability of Federal and State funds at the time of authorization by FHWA. The project will be financed when eligible for Federal participation on the basis of 80% Federal funds and 20% SODA funds. Any cost for work not eligible for Federal participation will be financed 100% by the SODA. Funding levels for the continuing nonmetropolitan transportation planning process will be reviewed and agreed to by ODOT and SODA annually in conjunction with the preparation, review and approval of the SODA proposal and application process as set forth by ODOT. All costs incurred during progress of the nonmetropolitan transportation planning work activities under this MOU shall be the responsibility of SODA on the basis of the cost allocation schedule set forth in the approved PWP. | Oklahoma Department of Transportation, Southern Oklahoma Development Association and the Regional Transportation Planning Organization   | Director of Capital Programs             | SCORTPO will be responsible for the work performed under this Agreement as identified in the PWP. The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of ODOT and FHWA. Detailed planning activities will be developed each FFY in a Planning Work Program (PWP) with the Transportation Technical Committee and adopted by the Transportation Policy Board. SCORTPO and ODOT agree to participate in the development of the PWP each FFY so that it reflects a cooperative annual planning process. The PWP will specify the annual work activities with the responsible agency, participating agency costs, and funding sources. | Sec. 135(m) of Title 23 USC, Title 69 O.S. § 4002, 49 USC Sec. 5307, and Title 49 Code of Federal Regulation (CPR) Part 18 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) & Title 2 CPR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award) |

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| 2021-05 | 12/17/21       | Effective on the last date shown on signature page and shall terminate upon final completion of project or unless terminated or modified.  | The STATE estimates the total project construction cost, including construction engineering costs, to be \$742,689.00. Amounts for construction are as follows: Tribal funding: \$371,344.50 and State funding: \$371,344.50   | Shawnee Tribe, and the State of Oklahoma Department of Transportation                                   | Tribal Liaison                          | The TRIBE and the STATE agree that the scope of the project is for widening and resurfacing on U.S. 54 at the intersection with County Road N0830 Road south of Guymon, beginning 2.8 miles west of the junction of U.S. 54 and State Highway 136 and extending west 0.68 miles. These improvements include addition of turning lanes and shoulders in order to improve safety for the traveling public. The Job Piece for this project is 27005(15).  | 25 CFR 170.442-447<br>Title 74 OS Sec. 1221(D)(5) |
| 2022-01 | 03/04/22       | Until project completion   | The District Engineer for Field District 2 stated that routine maintenance funds will be used for this project.  | The Oklahoma Department of Transportation (State of Oklahoma) and the Kiamichi Railroad Company         | Jared Schwennesen (Multimodal Division) | The project consists of covering the tracks and removing all signage at crossing DOT 670764R, Mile post 541.86, Antlers Subdivision on US-270/ SH-3/ W. Main Street in Antlers, OK. The track shall be overlaid by asphalt and ALL signage shall be removed by the DEPARTMENT.   | Title 69 OS Sec. 304                              |
| 2022-02 | 04/15/22       | Until project completion (estimated February 2023 completion), unless agreement is terminated or modified  | The Cherokee Nation received a Tribal Transportation Program Safety Fund grant for this project in January 2021. These funds will cover approximately 50% of the project costs, resulting in financial savings to District 8 and the Department of approximately \$279,000.  | The Cherokee Nation and the State of Oklahoma Department of Transportation                              | Tribal Liaison                          | The scope of the project is for intersection modification at the U.S. 412A / U.S. 59 / State Highway 10 intersection in Delaware County, Oklahoma. These improvements include adding a roundabout and removing the two-stop maneuver in order to reduce the number of conflict points, thereby improving safety for the general public. The Job Piece for this project is 34227(04).   | 25 CFR 170.442-447<br>Title 74 OS Sec. 1221(D)(5) |
| 2022-03 | 08/01/22       | Either party may terminate this agreement by giving 30 days written notice to the other party.   | Should intercity passenger rail service be found as feasible through ongoing discussions and analysis, the parties contemplate that any definitive agreements may incorporate provisions addressing the following concepts: capital investments, infrastructure enhancements or modifications, operations, and funding.  | BNSF Railway Company and the Oklahoma Department of Transportation                                      | Jared Schwennesen (Multimodal Division) | The purpose of this MOU is to provide a basic understanding concerning the discussions the parties are having with respect to the proposed intercity passenger rail service, specifically the Heartland Flyer extension between Oklahoma City, OK and Newton, KS or Kansas City, MO. This Memorandum does not create any obligations on the part of BNSF or ODOT with respect to the proposed intercity passenger rail or the matters set forth in this Memorandum   | Title 66 OS Sec. 324                              |
| 2022-04 | 08/04/22       | From September 1, 2022, through September 1, 2023 subject to a one (1) year renewal every year by August 30, for the succeeding year. This Agreement may be terminated by either party upon thirty (30) days written notice to the nonterminating party.   | ODOT agrees to provide the Office of the Governor \$75,000.00 annually in consideration for access and use of the Washington D.C. office and support from the Washington D.C. staff provided by OG. and ODOT will tender the funds to OG no later than September 1, of each year for the term of this MOU.   | Office of the Governor and the Oklahoma Department of Transportation (Secretary of Transportation)      | Secretary of Transportation             | The purpose of this MOU is to ensure efficiency in state government by allowing for an allocation of state resources that is most beneficial to each of the of the Parties while also being responsible stewards of taxpayer funds. Under this MOU, OG will provide shared office space, furniture, and salaries for OG staff for its office in Washington D. C. with the support of funds provided by ODOT. ODOT will receive access and use of the facilities, subject to availability, and support from the staff in Washington D.C. as needed. | Title 74 O.S. 2011, §§ 581 & 1008(A)              |
| 2023-01 | 01/12/23       | This MOU shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice.  | CLEET will fully fund the reconstruction contract for the project described which has an estimated base bid cost of \$2,230,000.00. CLEET will place funds for the estimated base bid cost on deposit with ODOT. CLEET agrees to pay all expenses associated with the relocation of utilities conflicting with the new construction. CLEET will be responsible for hiring a third-party ODOT approved Resident Engineer and material testing service to administer the contract. CLEET will agree to provide (upon project completion and final audit) any additional funds required to satisfy final project cost.  | Council of Law Enforcement Education and Training (CLEET) and the Oklahoma Department of Transportation | Chief Engineer, Brian Taylor            | The purpose of this MOU is to facilitate ODOT's assistance in CLEET's project to repair its Law Enforcement Driver Training (LEDT) track, skills pad, and related access roadways. CLEET needs to repair its LEDT track, skills pad, and related access roadways on the CLEET campus in Ada, Pontotoc County, Oklahoma. ODOT has created a plan set for the project (see attachment 1).  | Title 74 O.S. Sec. 1008                           |
| 2023-02 | 03/22/23       | Prior to the issuance of the final payment by ODOT to the Contractor, ODOT will confer with OCC's Director of Administration to determine if OCC is in agreement that the Project has been completed such that the OCC vehicles can be suitably secured and monitored by video cameras at all Ports of Entry and weigh stations. | The total estimated construction cost is \$129,455.00. ODOT will bid and supervise the project and inspect all work performed. OCC agrees to fund the entire cost of the project and will deposit the total estimated construction cost of \$129,445.00 with ODOT prior to the advertisement for bids. It is understood by OCC and ODOT that the funding participation herein may be altered due to bid prices, construction supervision cost and other cost incurred during construction. OCC will be responsible for payment of its required 100 % funding share within 45 days of receipt of an ODOT invoice. Upon final acceptance of this project, the amount of previously deposited funds will be deducted from the total cost and a refund will be made by ODOT to OCC or additional funding will be requested from OCC. If Project costs exceed 10% of the estimate above, ODOT will advise OCC and seek additional authorization with supporting documentation for the additional costs. | Oklahoma Corporation Commission and the Oklahoma Department of Transportation                           | Deputy Director                         | The purpose of this MOU is to memorialize the agreement between OCC and ODOT concerning the installation of fencing and cameras near Ports of Entries and weigh stations for the purpose of secure vehicle storage ("Project").  | Title 74 O.S. Sec. 1008                           |