

**Memorandum of Understanding
For Utilization of
ODOT.OKRoads.org and OKRoads.org**

1. Purpose

This Memorandum of Understanding (MOU) establishes procedures and assigns responsibilities relative to use of the ODOT.OKRoads.org website and OKRoads.org website by the Oklahoma Department of Public Safety. These websites are owned, maintained and operated by the Oklahoma Department of Transportation, and the Oklahoma Department of Public Safety desires to have certain controlled access, input and use of said websites, as more fully set out hereinafter.

2. Parties

This MOU is between the Oklahoma Department of Transportation (“ODOT” herein), an Oklahoma state agency, hereby defined as the “Grantor”, and the Oklahoma Department of Public Safety (“DPS” herein), an Oklahoma state agency, hereby defined as the “Grantee”, and both sometimes referenced herein individually as “Party” or “Agency” and sometimes referenced herein collectively as “Parties” or “Agencies”.

3. The Grantor Shall:

3.1. Website Utilization:

This MOU hereby permits the Grantee to access, input data for road conditions and manage Grantee personnel on ODOT.OKRoads.org website that is owned, maintained and operated by Grantor, for the purpose of informing the public about road conditions within the State of Oklahoma through ODOT’s OKRoads.org website.

3.2. Recognition of Cooperation:

Both the Grantee and the Grantor logos shall be displayed on OKRoads.org at all times, reflecting the cooperation between the two Agencies. The logos and phone numbers for each Agency’s weather hotline will be displayed in the bottom right hand corner of the site’s screen as it appears on a monitor. This display shall read: DPS 1-405-425-2385 and ODOT 1-844-465-4997.

4. The Grantee Shall:

4.1. Access/Security:

Both Agencies shall keep the list of registered operators and contact information of ODOT.OKRoads.org up to date and accurate at all times.

4.2. Maintenance of Area:

DPS shall make no alterations to ODOT.OKRoads.org or OKRoads.org without approval from

ODOT.

4.3. Consideration:

In exchange for the right of the Grantee to use the above described websites, the Grantee agrees to share generic highway incident information with ODOT's incident management system in the Traffic Operations Center (TOC) upon implementation of the Grantee's new Computer Aided Dispatch (CAD) System.

5. Miscellaneous:

5.1. Successors and Assigns:

This MOU applies to and binds the successors and assignees of the Parties to this MOU.

5.2. Governing Laws:

This MOU is governed by the laws of the State of Oklahoma, excluding any conflict of law principles.

5.3. Entire Agreement:

This MOU constitutes the entire agreement between the Parties and supersedes all prior written or verbal agreements, representations, promises or understandings between the Parties, with respect to the ODOT.OKRoads.org website.

5.4. Amendments:

Any amendments to this MOU must be in writing and executed by both Parties.

5.5. Invalid Provision shall be Severable:

If any provision of this MOU is invalid or unenforceable with respect to any Party, the remainder of this MOU or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this MOU will be valid and enforceable to the fullest extent permitted by law.

5.6. Termination:

Either Party may give written notice to the other Party to terminate this MOU. No less than thirty days advance notice shall be given to terminate the MOU.

5.7. No Employment Relationship:

This MOU neither creates an employment relationship between the Parties, nor between one Party and the other Party's employees.

5.8 No Party a Legal Representative of the Other:

Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, nor either Party or its employees the legal representative of agent of the other Party, nor shall either Party or its employees have the right or authority to assume, create

or incur any liability or any obligation of any kind, either expressed or implied, in the name or on behalf of the other Party.

5.9. Responsibility for Acts:

The Parties intend that each Party shall be responsible for only its own tortious acts or omissions to act, subject to the terms, restrictions, and limitations of the Oklahoma Governmental Tort Claims Act, and shall not be responsible for the tortious acts or omissions to act of the other Party or its employees or agents.

6. EFFECTIVE DATE & TERM:

This MOU will be effective as of the latest signature date upon signatures by representatives of both ODOT and DPS, and shall remain in effect for an indefinite period until terminated by either Party.

In Witness Whereof, each of the undersigned being duly authorized by his respective Agency has signed this Memorandum of Understanding for and on behalf of his respective Agency.

Oklahoma Department of Transportation

Reviewed and Approved as to Form and Legality:

Assistant General Counsel, ODOT

Date: _____

Deputy Director, ODOT

Date: _____

Oklahoma Department of Public Safety

Commissioner

Date: _____