

Memorandum of Understanding

Between the Oklahoma Department of Transportation and The City of Oklahoma City

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the Oklahoma Department of Transportation (hereinafter "ODOT") and The City of Oklahoma City, a municipal corporation (hereinafter "City"). The City and ODOT will be referred to collectively as the "Parties" or singularly as the "Party."

MUTUAL UNDERSTANDINGS AND AGREEMENTS

The Parties hereby mutually understand and agree as follows:

1. The Parties have a mutual concern and purpose of addressing public health and safety concerns caused by residents camping, trespassing, or otherwise committing unlawful activity at or near bridge underpasses owned and operated by ODOT; and,
2. That, OCPD police officers employed by the City have jurisdiction to take law enforcement action within the corporate limits of the City of Oklahoma City, as identified in Exhibit "A"; and,
3. That, certain bridges, underpasses, and land owned by ODOT lie within the corporate limits of the City of Oklahoma City, which list of same will be provided to the City by ODOT upon request; and,
4. That, ODOT acknowledges the City, by and through OCPD police officers, has the authority to enforce City criminal camping or trespassing ordinances or other related criminal ordinances at bridges, underpasses and land owned by ODOT that lie within the corporate limits of the City of Oklahoma City; and,
5. The City, by and through OCPD police officers, shall enforce City criminal camping or trespassing ordinances or other related criminal ordinances at bridges, underpasses, and land owned by ODOT that lie within the corporate limits of the City of Oklahoma City and as further identified in the list to be provided by ODOT; and
6. ODOT agrees to consult and provide assistance, when necessary, in the prosecution of individuals cited by OCPD police officers for criminal camping or trespassing in public places or for other related criminal activities at the bridges, underpasses, and land locations as identified by ODOT in the list to be provided; and,
7. This MOU shall not be assigned by either Party in whole or in part, nor does it create any liability on the part of either Party. Both Parties agree to be solely responsible for the actions of its own employees (to the extent the employee is acting within the scope of its employment as defined under the Governmental Tort Claims Act codified at 51 Okla. Stat. §§ 151 et seq.) and shall not be liable for any acts by the other Party; and,
8. This MOU neither creates an employment relationship between the Parties, nor between one Party and the other Parties employee and nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, nor either Party or its employees the legal representative or 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 express or implied, in the name of or on behalf of the other Party.

EFFECTIVE DATE AND TERM

This MOU will be effective as of the latest signature date of the Parties hereto and shall remain in effect for an indefinite period until terminated by either Party upon seven days' notice.

APPROVED by the Council and **SIGNED** by the Mayor of The City of Oklahoma City this

_____ day of _____, 20____.

ATTEST:

THE CITY OF OKLAHOMA CITY

City Clerk

MAYOR

REVIEWED for form and legality.



Assistant Municipal Counselor

APPROVED:

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

BY:


Title: Director, ODOT

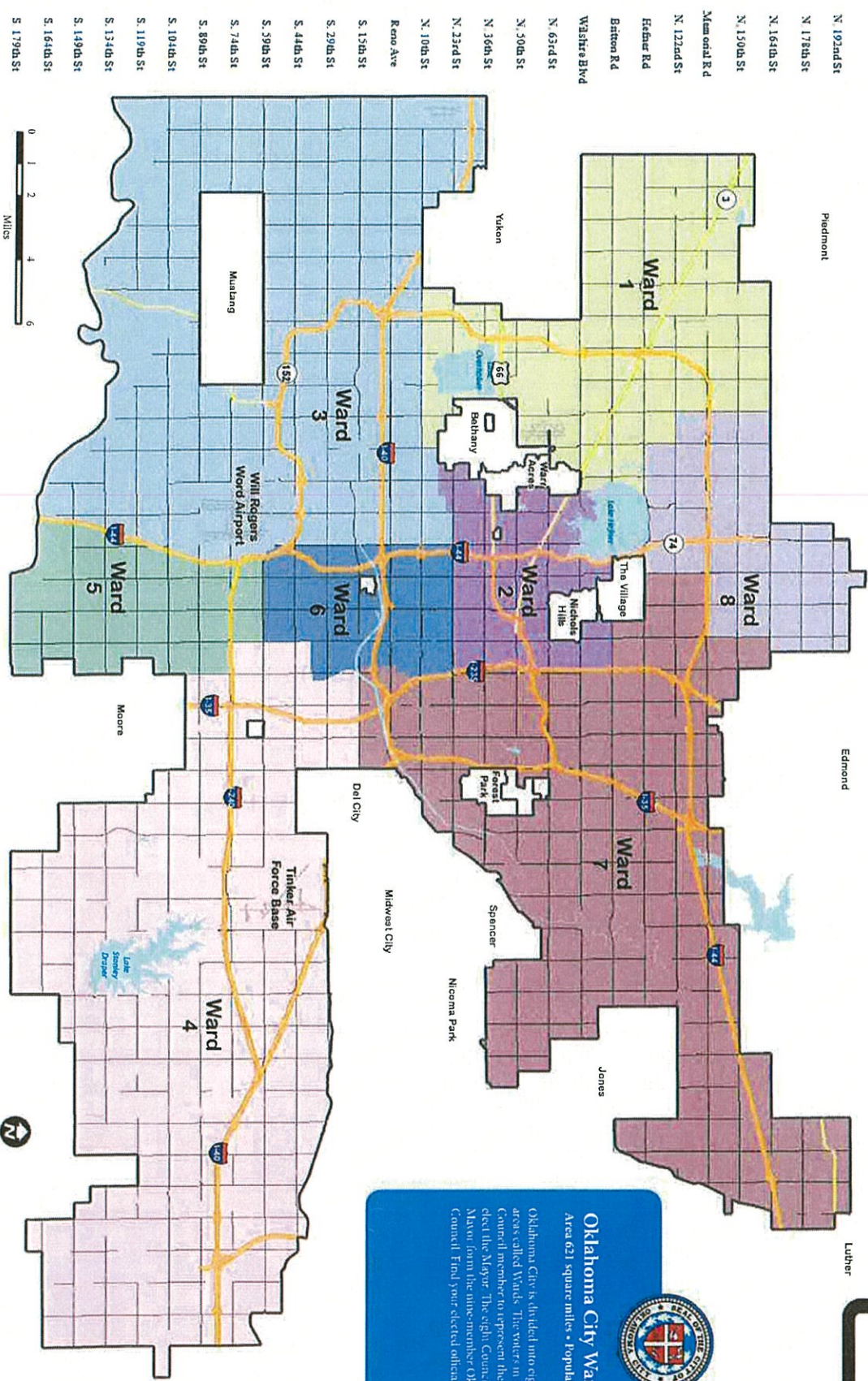
Date:

November 18, 2022

REVIEWED AS TO FORM AND LEGALITY

BY:


General Counsel



- Gregory Rd
- Cimarron Rd
- Richland Rd
- Frisco Rd
- Cemetery Rd
- Czech Hall Rd/ Piedmont Rd
- Mustang Rd
- Sara Rd
- Morgan Rd
- County Line Rd
- Council Rd
- Rockwell Ave
- MacArthur Blvd
- Meridian Ave
- Portland Ave
- May Ave
- Pennsylvania Ave
- Western Ave
- Santa Fe Ave
- High Ave/ Kelley Ave
- Eastern Ave/ M. L. King Ave
- Bryant Ave
- Sunshine Rd/ Caltane Rd
- Sooner Rd
- Air Depot Blvd
- Midwest Blvd
- Douglas Blvd
- Post Rd
- Westminster Rd
- Anderson Rd
- Hiwassee Rd
- Harvey Rd
- Choctaw Rd
- Indian Meridian
- Triple X Rd
- Peabody Rd
- Luther Rd
- Dobbs Rd
- Harrah Rd
- Pottawatomie Rd
- Fishmarket Rd

Oklahoma City Ward Map
Area 621 square miles • Population 681,054

Oklahoma City is divided into eight geographical areas called Wards. The voters in each Ward elect a Council member to represent them, and all City voters elect the Mayor. The eight Council members and the Mayor form the nine-member Oklahoma City Council. Find your elected official: okc.gov/wardmap

www.okc.gov

