

INTERLOCAL COOPERATION AGREEMENT
By and Between
THE CITY OF NORMAN
And the
OKLAHOMA CONSERVATION COMMISSION

This Interlocal Cooperation Agreement (Agreement) is made and entered into on this ____ day of _____, 2020, by and between The City of Norman (**The City**), a municipal corporation, body politic, and public agency, located at 201 W Gray Street, Norman, Oklahoma 73069, and the Oklahoma Conservation Commission (**Commission**), a state and public agency of the State of Oklahoma located at 2800 N. Lincoln Boulevard, Suite 200, Oklahoma City, Oklahoma 73105.

I. PURPOSE

The City intends to conduct biological and instream habitat monitoring at approximately seven (7) wadeable streams within the Lake Thunderbird watershed (Project). The purpose of this Agreement is to obtain and detail the water monitoring services that will be provided by the **Commission** for the success of this Project.

II. POWERS AND RIGHTS

WHEREAS, pursuant to 11 O.S. § 1-101 et. seq., The City is responsible for providing a safe, economical, and efficient drainage network for the state;

WHEREAS, pursuant to the Conservation District Act, Title 27A O.S. §3-1-101 et. seq., the **Commission** is responsible for the conservation of the renewable natural resources of this state, and for the control and prevention of soil erosion, and for the prevention of floodwater and sediment damages, and for furthering the conservation, development, utilization and disposal of water, and thereby to preserve and develop natural resources, conserve and develop water resources and water quality, preserve natural beauty, promote recreational development, protect the tax base, protect public lands and protect and promote the health, safety and general welfare of the people of this state;

WHEREAS, the **Commission** is authorized to enter into this Agreement under the provisions of Title 27A O.S. §3-2-106, and Title 74 O.S § 1008;

WHEREAS, **The City** is authorized under the provisions of Title 11 O.S. § 22-101 and Title 74 O.S § 1008 to contract for necessary services; and

WHEREAS, the parties desire to enter into this Agreement to facilitate the cooperation of the parties in the Project and provide funds to attain this goal.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the parties hereto agree, with the intention of being legally bound, to the following:

III. SCOPE OF OBLIGATION OF THE CITY. The City agrees to:

- a. Pay the **Commission** in accordance with the Project Fee Schedule (See Attachment C), not to exceed \$20,000 per year;

- b. Pay to the **Commission** within thirty (30) days upon receipt of properly submitted invoices;
- c. Give prompt written notice of any disputed amount and shall pay the remaining amount(s) owed to the **Commission**;

IV. **SCOPE OF OBLIGATION OF COMMISSION.** **Commission** agrees to:

- a. Provide the services described in the *Scope of Work (See Attachment A)*;
- b. Provide reasonable efforts to perform the services described in the Scope of Work according to the *Project Schedule (See Attachment B)*; and
- c. Submit timely invoices to **The City** for services provided per the *Scope of Work*.

V. **TERM OF AGREEMENT.** This Agreement shall be in effect beginning on the date specified in the first paragraph and remain in effect for one year from that date.

VI. **RENEWAL.** This Agreement shall automatically renew for two (2) successive one (1) year terms upon appropriation of funds by the City Council. In addition, upon consent of the parties, the Agreement may be renewed for two (2) more successive one (1) year terms upon appropriation of funds by the City Council.

VII. **AMENDMENT.** The parties mutually agree that, subject to and with the mutual written consent and approval of both parties, this agreement may be amended or modified at any time.

VIII. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Should termination occur, payment for work completed will be adjusted accordingly. Upon receipt of the termination notice the parties shall take all necessary action to cancel outstanding commitments relating to the work performed. **The City** shall pay any obligations incurred by the **Commission** that could not reasonably be canceled or terminated.

IX. **FUNDING DEFAULT.** **The City** controls the major portion of the funds of this Project. In the event funds become unavailable, notice will be given to the **Commission** and this Agreement shall automatically terminate. Reimbursement will then be made for work completed to the satisfaction of both parties to the Agreement upon the effective date of termination, including any non-cancelable obligations.

X. **COMPLIANCE.** This Agreement is made expressly subject to, and the parties expressly agree to comply with and abide by, all of the laws of the United States and of the State of Oklahoma and any public agency where any portion of this Agreement is to be performed, including all rules and regulations now existing or that may be promulgated in accordance with the laws, as are applicable in any way to the performance of this agreement including but not limited to the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

XI. **DISPUTE RESOLUTION.** In the event of any dispute relating to this agreement the parties shall consult with each other in good faith and, recognizing their mutual interests, effectuate a just and equitable solution satisfactory to both sides.

- XII. **NON-COLLUSION.** No member or employee of **The City** or **Commission** shall be allowed to financially profit from this Agreement.
- XIII. **LIMITATION OF LIABILITY.** **The City** and the **Commission** mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). **The City** and the **Commission** hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.
- XIV. **SEVERABILITY.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement shall not be affected. Additionally, for each provision of this Agreement that is illegal, invalid, or unenforceable, the parties shall add as an amendment to this Agreement a valid and enforceable provision as similar as possible to the terms contained in the unenforceable provision.
- XV. **AUDITS.** It is further understood and agreed that the Oklahoma State Auditor and Inspector, or auditing body of **The City** shall have access to and the right to examine during normal working hours any pertinent books, documents, papers, or records of the parties engaged in the performance of or involving any transactions related to this Agreement.
- XVI. **NOTICES.** Any notice required by this Agreement shall be made in writing to the address specified below:

The City:

Carrie Evenson, Ph.D., P.E., CFM
Stormwater Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

Commission:

Greg Kloxin
Assistant Director
Water Quality Division
2800 N. Lincoln Blvd, Suite 200
Oklahoma City, OK 73105

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

APPROVED AND AGREED TO by and between the parties hereto the day and year first above appearing.

THE CITY OF NORMAN

OKLAHOMA CONSERVATION
COMMISSION

Signature [Handwritten Signature]
Name SARAH J. HENRY
Title ACTING CITY MANAGER
Date 12/11/2020

Signature [Handwritten Signature]
Name Trey Lam
Title Executive Director
Date 12/11/2020

Attest:
[Handwritten Signature]
City Clerk

Attest:
[Handwritten Signature]
Witness



Attachment A. Scope of Work

Lake Thunderbird Biomonitoring Proposal Prepared by Oklahoma Conservation Commission 08/24/2020

To assist the City of Norman with Total Maximum Daily Load (TMDL) compliance monitoring in the Lake Thunderbird watershed, the Oklahoma Conservation Commission (OCC) has been requested to conduct biological monitoring at approximately seven wadeable stream sites. The actual number of monitoring sites may vary depending upon the availability of stream sites with adequate hydrologic conditions to perform bioassessment protocols.

Biological monitoring will include fish and macroinvertebrate collections, as well as a habitat assessment at each monitoring location. Protocols will follow OCC Standard Operating Procedures (SOPs) that are reviewed and approved by Region VI of the Environmental Protection Agency (EPA) annually. OCC SOPs for biological collections are modified versions of EPA Rapid Bioassessment Protocols.

Fish collection includes a combination of seining and electrofishing, for at least 400m of stream length, during the summer index period (May 15 - October 31), once every five years. A habitat assessment is completed concurrently with the fish collection and measures the quality of in-stream and riparian zone habitat that influences the structure and function of the lotic environment. The assessment is designed to help discern the source of any identified impairments.

Macroinvertebrate collections will be completed twice yearly, with a minimum target of 4 samples over a five year period. The number of sampling events depends upon the availability of suitable habitat to conduct collections. Collections are completed during the summer (June 1 - September 15) and winter (January 1 - March 15) index periods in all available habitat (i.e., riffle, woody debris and streamside vegetation). Riffle samples are collected using a 1 m² kicknet, while woody debris and streamside vegetation are collected with a dip net for 5 and 3 minutes respectively.

Biological monitoring will be completed following protocols outlined for OCC's Small Watershed Rotating Basin Program (RBP). The RBP operates under an EPA approved Quality Assurance Project Plan (QAPP) to ensure data accuracy and integrity. The RBP QAPP details procedures for sample collection, sample preservation, chain of custody (COC) maintenance, sample enumeration and taxonomic identification. Quality assurance and quality control measures (QA/QC) are also enumerated in the QAPP and include Data Quality Indicators (DQIs) for precision of collection, sample processing and identification of biological samples. Copies of OCC SOPs and QAPPs are available upon request.

Attachment B. Project Schedule

Lake Thunderbird Biomonitoring Proposal
Prepared by Oklahoma Conservation Commission
08/24/2020

Data Collection Activity	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Macroinvertebrate	all sites*	NA	all sites*	NA	all sites*	NA
Fish & Stream habitat	all sites*	NA	NA	NA	NA	all sites*

*Up to seven sites, includes data work up and annual letter report for sampling years.

Attachment C. Project Fee Schedule

**Lake Thunderbird Biomonitoring Proposal
Prepared by Oklahoma Conservation Commission
08/24/2020**

Fish Collection, Stream Habitat

Item	Unit Cost	Number Units	Total cost
Personnel (hourly)	\$107.61	6	\$645.66
Vehicle (per day)	\$20.00	1	\$20.00
Supplies (per site)	\$100.00	1	\$100.00
Fish ID (per sample)	\$65.00	1	\$65.00
Data Management (per sample)	\$50.00	1	\$50.00
Data Analysis (per sample)	\$100.00	1	\$100.00
Total cost per site			981.00
TOTAL Per Year (seven sites)			\$6,867

Macroinvertebrate Collection

Item	Unit Cost	Number Units	Total cost
Personnel (hourly)	\$41.30	14	\$578.20
Vehicle (per day)	\$20.00	2	\$40.00
Supplies	\$140.00	1	\$140.00
Macroinvertebrate Picking & ID	\$700.00	1	\$700.00
Total cost for one index period - summer or winter (seven sites)			\$1,458
TOTAL Per Year (seven sites)			\$2,916.00

OCC Costs by Year and Collection Activity

Data Collection Activity	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTALS
Macroinvertebrate	\$2,916	NA	\$2,916	NA	\$2,916	NA	\$8,748
Fish & Stream Habitat	\$6,867	NA	NA	NA	NA	\$6,867	\$13,734
TOTALS	\$9,783		\$2,916		\$2,916	\$6,867	\$22,482