

**INTERGOVERNMENTAL CONTRACT AND AGREEMENT BETWEEN  
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS  
AND  
THE NORMAN UTILITIES AUTHORITY**

THIS CONTRACT AND AGREEMENT made and entered into this 22nd day of June 2010 by and between the Association of Central Oklahoma Governments, herein referred to as "ACOG" and The Norman Utilities Authority, herein "NUA".

Witnesseth:

WHEREAS, ACOG and the NUA desire to enter into this contract and agreement under which ACOG agrees, for valuable consideration, to provide analytical laboratory services, water quality data, and modeling interpretation for purposes of wasteload allocation and determination as itemized in Attachment 1; and,

WHEREAS, ACOG has contracted and has under its control and supervision the necessary equipment, personnel and facilities otherwise needed and required for performance of water quality and modeling interpretation required under said purposes; and,

WHEREAS, this contract and agreement is authorized under the laws of the State of Oklahoma, with particular but not exclusive reference to the provisions of 82 O.S. Section 1085.2, and 740.S. Section 581 ;

NOW THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties to this contract and agreement do hereby agree as follows:

1. **ACOG TO PROVIDE SERVICE.** For the consideration herein specified ACOG hereby agrees to fully perform and provide, in a professionally acceptable manner, the water quality and modeling data and interpretation specified and approved by the NUA at costs specified in Attachment 1 and hereby incorporated by reference. Services are limited to those analyses and parameters listed in Attachment 1, which are requested by the NUA, and services shall further be in the form and manner set forth herein.
2. **TERM OF CONTRACT.** The provisions of this contract shall be effective on July 1, 2010, and shall terminate on June 30, 2011. It is further agreed between the parties that provided upon completion and expiration of the duration of this contract and agreement, this contract and agreement may be renewed by the parties hereto under such terms and conditions as may thereupon be mutually agreed to by and between the parties.
3. **NUA RESPONSIBILITY.** The NUA agrees to furnish to ACOG water quality and modeling analyses, access to treatment plant discharge locations, and other pertinent information as detailed in Attachment 1.
4. **CONTRACTING.** ACOG may contract those services that ACOG does not have or may not have the capability to perform, and if contracted services shall be performed, then they shall be with the same standard degree of care, accuracy and reliability as if ACOG had performed such services, subject to approval of ODEQ and/or EPA, if applicable. ACOG shall give the NUA advance written notice of any other services it proposes to contract and shall provide with such notice the name, address and other relevant information concerning the qualifications, services and fees of the proposed contractor. Contractor list is included herein as Attachment 1.

5. RESULTS OF ANALYSES. ACOG agrees that all results shall be provided to the NUA by ACOG in such form and content as is satisfactory and acceptable to the NUA as soon as possible upon completion of the analyses. ACOG further agrees to provide the NUA with copies of all quality assurance documentation, reports, and results generated with the development of the water quality and modeling data. The parties further agree and acknowledge that time is of the essence of this contract and agreement.
6. PAYMENT TO ACOG. For and in consideration of the services and products to be provided to the NUA by ACOG, as herein contemplated, the NUA agrees to pay to and reimburse ACOG for costs incurred at rates specified in the price list attached hereto marked "Attachment 2" and incorporated by reference herein, in performing such services and providing such products to The NUA. It is further agreed, however, that such payments and reimbursement by the NUA to ACOG shall in no event nor under any circumstance exceed the sum total amount of \$231,431. To obtain payment, ACOG agrees to submit monthly invoices to the NUA as costs are incurred, with said invoices to be in such form and content as may be required by the NUA for payment purposes.
7. CONTRACT SUBJECT TO APPLICABLE LAWS. The parties mutually agree and acknowledge that this contract and agreement is subject, in all respects, to the applicable laws of the State of Oklahoma.
8. RESERVATION OF ACCEPTANCE. The NUA reserves the right to refuse acceptance and to reject services or products provided to the NUA by ACOG, and to reject invoices and refuse payment to ACOG for same, upon the determination by the City of NUA that such services or products do not substantially and reasonably comply with and meet the reasonable and acceptable performance standards for such water quality and modeling analyses and the specifications and conditions herein required and agreed to. Additional services are to be executed under amendment only.
9. CHANGES AND AMENDMENTS. The services to be performed by ACOG may be modified upon the mutual written agreement of the parties hereto; such agreement shall be in writing and upon signature of those authorized parties or their successors. The parties mutually agree that subject to, with and upon the mutual written consent and approval of both parties, this contract may be amended or modified at any time.
10. TERMINATION. The parties hereto mutually agree that this contract and agreement may be terminated by either party upon thirty (30) days advance written notice of termination by the terminating party to the other party, provided in the event of such termination, the NUA agrees to pay ACOG such compensation as may have accrued and be owing to ACOG up to the time of termination. The parties hereto mutually agree and acknowledge that the exercise of this termination provision shall in no respect prejudice any rights, causes of action, claims for damages or performance or remedies otherwise such as may be available to either party pursuant to this contract and the laws of the State of Oklahoma.
11. AUDITS. It is further understood and agreed that books, records, documents, accounting procedures, practices or any other items of ACOG relevant to the original contract and all amendments thereto are, for a period of five (5) years after delivery of final product, subject to examination by the NUA and The Oklahoma State Auditor and Inspector. This provision is cumulative and does not supersede any of the terms, conditions and provisions within the original contract or previous amendments, renewals or extensions thereof.

AGREED TO by and between the parties, the latest day and year appearing below.

APPROVED:

Association of Central Oklahoma Governments

By:

\_\_\_\_\_  
Executive Director, ACOG

ATTEST \_\_\_\_\_

Title: \_\_\_\_\_

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 16 day of June, 2010.

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Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this 22nd day of June, 2010.

NORMAN UTILITIES AUTHORITY

By:

Cindy Setz  
\_\_\_\_\_

Title:

Chairman

ATTEST

Brenda H. [Signature]  
\_\_\_\_\_

Secretary

