

**MEMORANDUM OF UNDERSTANDING
between Norman, Oklahoma City, and Moore
for Joint Public Education Efforts**

This Memorandum of Understanding (“MOU”) is entered into by and among the City of Norman, Oklahoma, a municipal corporation, hereinafter referred to as “NORMAN”, the City of Oklahoma City, Oklahoma, a municipal corporation, hereinafter referred to as “OKLAHOMA CITY”, and the City of Moore, Oklahoma, a municipal corporation, hereinafter referred to as “MOORE”, which together, NORMAN, OKLAHOMA CITY, and MOORE shall be referred to as the “Parties”.

WHEREAS, Lake Thunderbird is located east of Norman, Oklahoma, and includes a drainage area covering large parts of Norman, Oklahoma City, and Moore; and

WHEREAS, Lake Thunderbird was designated as a Sensitive Water Supply Lake by the State of Oklahoma in 2002 and a 303(d) impaired water body in 2008; and

WHEREAS, because there are no major point source discharges in the lake watershed, nutrients and sediment loadings from nonpoint sources during runoff events through tributary streams are assumed by Oklahoma Department of Environmental Quality (“ODEQ”) to be a major sources of impairment; and

WHEREAS, the federal Clean Water Act requires total maximum daily loads (“TMDLs”) to be developed for impaired water bodies; and

WHEREAS, as a result of being designated a 303(d) impaired water body, the ODEQ developed a Total Maximum Daily Load (“TMDL”) for Lake Thunderbird that established waste load allocations and load allocations for reducing turbidity and chlorophyll-a levels and maintain sufficient oxygen levels in Lake Thunderbird to attain water quality targets, to restore impaired beneficial uses, and to protect the public health; and

WHEREAS, the Parties in the Lake Thunderbird watershed are required by ODEQ to develop its own compliance and monitoring plan to meet the waste load allocations set forth in the TMDL; and

WHEREAS, public education and outreach is one of the primary mechanisms of the Parties’ monitoring plans for management of stormwater pollution and for TMDL compliance and

WHEREAS, the Parties desire to collaborate on public education efforts for the TMDL.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained to be kept and performed Parties mutually agreed as follows:

- I. Contract with Compa Creative. The Parties hereby acknowledge that NORMAN has contracted with Compa Creative for the creation of a logo, theme, color scheme, a website and other related marketing items to assist in creating a cohesive branding scheme for the public education and outreach efforts of the Parties.
- II. Use of Branding Scheme. NORMAN agrees to make all elements of the branding scheme, including but not limited to logo, theme, color scheme, a website and other related marketing items, developed by Compa Creative may be used by NORMAN, MOORE and OKLAHOMA CITY for its own TMDL related public education and outreach efforts. This MOU is a license for the Parties which have paid its allotted costs to Compa Creative to so use completed elements of the branding scheme.
- III. Payment.
- A. In exchange for the ongoing use of the branding scheme, as set forth in paragraph II above, developed by Compa Creative, NORMAN, MOORE and OKLAHOMA CITY each agree to pay to Compa Creative an amount equal to one-third (1/3) of the initial and ongoing costs contingent on annual appropriations to fund such costs.
- Initial Costs: \$ 2,750 per Party
- B. OKLAHOMA CITY authorizes its City Manager to approve payment of one-third of the additional ongoing costs up to and not to exceed a total cost of \$5,000, including the initial costs. MOORE authorizes its City Manager to approve payment of one-third of the additional ongoing costs up to and not to exceed a total cost of \$5,000, including the initial costs. NORMAN authorizes its City Manager to approve payment of one-third of the additional ongoing costs up to and not to exceed a total cost of \$5,000, including the initial costs.
- C. Any such payments shall be made by NORMAN, MOORE and OKLAHOMA CITY, respectively, within thirty (30) days of receipt of the elements of the branding scheme and an invoice for such work by NORMAN, MOORE and OKLAHOMA CITY, respectively.
- IV. Notice. Any notice given pursuant to this MOU shall be considered as having been legally given when deposited in the United States Post Office with postage thereon fully prepaid, addressed as follows:

NORMAN: City of Norman
Attn: Carrie Evenson, Stormwater Program Manager
P.O. Box 370
Norman, Oklahoma 73070

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MOORE: City of Moore
Attn: Mike Harlan, Environmental Services Manager
301 N. Broadway
Moore, OK 73160

OKLAHOMA CITY: City of Oklahoma City
Attn: Raymond Melton
420 West Main Street, 3rd Floor
Oklahoma City, Oklahoma 73102

- V. Termination. This MOU may be terminated by either party hereto by giving notice to the other(s) in writing at least thirty (30) calendar days prior to the date of termination.
- VI. This MOU shall be in full force and effect on the date signed by the last party to this MOU.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year set forth below.

APPROVED by the City of Norman and **SIGNED** by the Mayor this _____ day of _____, 20__.

ATTEST: **THE CITY OF NORMAN**

City Clerk

MAYOR

Reviewed for form and legality

Assistant Municipal Counselor

APPROVED by the City of Moore and **SIGNED** by the Mayor this
_____ day of _____, 20__.

ATTEST:

THE CITY OF MOORE

City Clerk

MAYOR

Reviewed for form and legality

Assistant Municipal Counselor

APPROVED by the City of Oklahoma City and **SIGNED** by the Mayor this
_____ day of _____, 20__.

ATTEST:

THE CITY OF OKLAHOMA CITY

City Clerk

MAYOR

Reviewed for form and legality

Assistant Municipal Counselor

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