

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Guernsey (CONSULTANT) for the following reasons:

1. OWNER intends to establish a new formalized watershed group for the Lake Thunderbird watershed. The objectives to meet this goal include: 1) establishing the Lake Thunderbird Watershed Partnership (LTWP) as a legal entity with the State of Oklahoma and the U.S. Internal Revenue Service; 2) enhancing and expanding the public outreach materials and strategies available for use by LTWP members by engaging stakeholders through a Unified Public Education and Outreach Plan; and 3) conducting pre-planning activities necessary to develop an outline of an Integrated Watershed Management Program (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be ___th day of _____, 20__.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 – INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT agrees to defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the CONSULTANT in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the CONSULTANT, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The CONSULTANT and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONSULTANT'S opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - RECORDS

CONSULTANT agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by CONSULTANT as part of the scope of services ("documents and materials") shall be the exclusive property of OWNER and shall, upon completion of the services or termination of this Agreement, be delivered to OWNER.

At OWNER's request, OWNER shall be entitled to immediate possession of, and CONSULTANT shall furnish to OWNER within ten days, all of the documents and materials. CONSULTANT may retain copies of these documents and materials.

Any substantive modification of the documents and materials by OWNER staff or any use of the completed documents and materials for other OWNER projects, or any use of uncompleted documents and materials, without the written consent of CONSULTANT, shall be at OWNER's sole risk and without liability or legal exposure to CONSULTANT. OWNER agrees to hold CONSULTANT harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless CONSULTANT consents in writing to such reuse.

CONSULTANT agrees that OWNER or its auditors shall have access to and the right to audit and reproduce any of CONSULTANT's relevant records to ensure that OWNER is receiving all

services to which OWNER is entitled under this Agreement or for other purposes relating to the Agreement. CONSULTANT shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by OWNER. CONSULTANT agrees to maintain all such records in OWNER or to promptly reimburse OWNER for all reasonable costs incurred in conducting the audit at a location other than in OWNER, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services, and any intellectual property rights attaching thereto, shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use for the purposes of its work pursuant to this AGREEMENT. CONSULTANT shall further retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property, and to any intellectual property developed, utilized, or modified in the performance of the Services, which intellectual property rights are identifiably separate from those transferred to OWNER hereunder.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

OWNER:

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

Guernsey:

Angela Aikman, CIE
Vice President
5555 North Grand Boulevard
Oklahoma City, OK 73112-5507

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 – FAIR EMPLOYMENT PRACTICES

CONSULTANT agrees that all persons employed by CONSULTANT shall be treated equally by CONSULTANT without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and OWNER.

CONSULTANT agrees that, during the performance of this Agreement, CONSULTANT and any other parties with whom CONSULTANT may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.

CONSULTANT agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.

CONSULTANT shall provide OWNER staff with access to and, upon request by OWNER, provide copies to OWNER of all of CONSULTANT's records pertaining or relating to CONSULTANT's employment practices, to the extent such records are not confidential or privileged under State or federal law.

ARTICLE 19 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 – FORCE MAJEURE

CONSULTANT and OWNER agree that neither OWNER nor CONSULTANT shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

ARTICLE 25 – TIME OF ESSENCE

CONSULTANT and OWNER agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

ARTICLE 26 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and Guernsey have executed this Agreement.

DATED this ___th day of _____, 20__.

The City of Norman
(OWNER)

Guernsey

Signature _____

Signature Summer L Goebel

Name _____

Name Summer Goebel

Title _____

Title SR. Vice President

Date _____

Date 8-17-2020

Attest:

Attest:

City Clerk

Angela Dickman
Secretary

Approved as to form and legality this ___ day of _____ 20__.

City Attorney

ATTACHMENT A – SCOPE OF SERVICES

GOAL NO. 1 (TASKS 1 THROUGH 4): ESTABLISH THE LTWP AS A LEGAL ENTITY

Task 1: Prepare Documentation to Establish Entity

Establishing the existing LTWP as an entity with the State and The Internal Revenue Service (IRS) requires a confirmation by the current partner cities of the legal terms associated with the original name. The City of Norman would like to setup the entity as a nonprofit. Guernsey will prepare the proper legal documents (three incorporators and a state of Oklahoma nonprofit registration) to ensure the LTWP is established.

Task 2: Form a Technical Advisory Group

A Technical Advisory Group (TAG) will be established which will identify Board members and jointly develop the goals, objectives, and bylaws of the LTWP. The TAG should include the original representatives from each of the partner cities (Oklahoma City, Moore, and Norman). Midwest City, Slaughterville, and Noble have a relatively small portion of their municipal area within the watershed and could be invited to join as part of the broader stakeholder group. The TAG could also be expanded to include representatives from the Central Oklahoma Master Conservancy District (COMCD), the Oklahoma and Cleveland Counties Conservation Districts, the Oklahoma Conservation Commission (OCC), including the Blue Thumb Program, the Natural Resources Conservation Service (NRCS), Oklahoma Water Survey (OWS), Oklahoma Department of Environmental Quality (ODEQ), Oklahoma Water Resources Board (OWRB), the Cleveland and Oklahoma County Cooperative Extension Services, Reclamation Facilities within the watershed, The Oklahoma Tourism and Recreation Department (OTRD) which manages all recreation activities, and the Oklahoma Department of Wildlife Conservation (ODWC) which operates the fishery.

Once the TAG and Board are identified, our Team will provide support for development of the bylaws by compiling typical content including:

- 1) General Provisions
- 2) Membership
- 3) Stakeholders
- 4) Board of Directors
- 5) Officers
- 6) Compensation
- 7) Committees

8) Miscellaneous Provisions

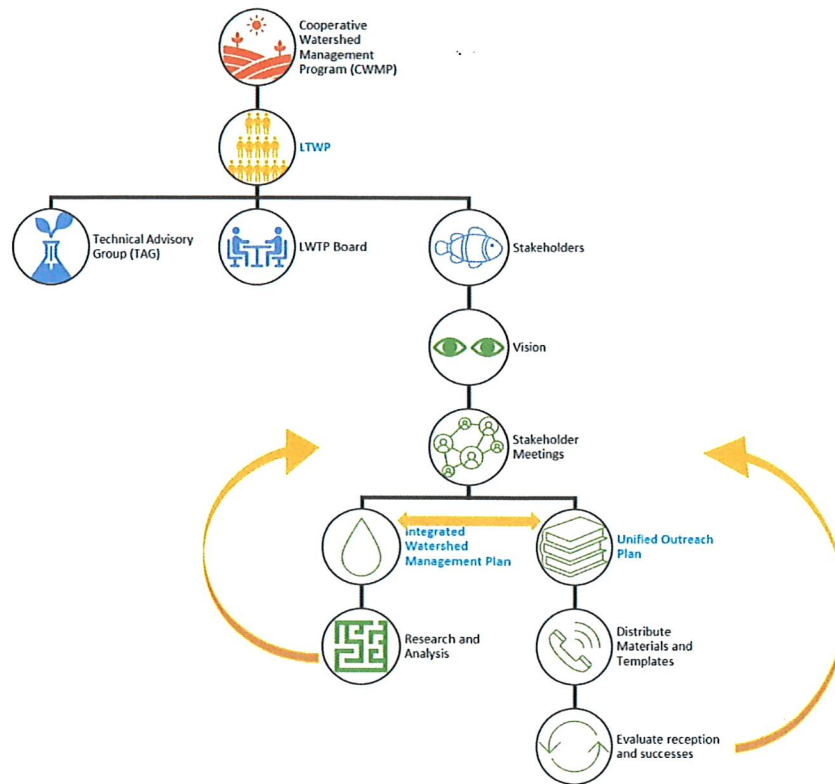
Task 3: Watershed Management Plan

The TAG and the Board will identify the overarching goals and objectives, refine the bylaws based on these goals, and develop a document describing the plan of the Cooperative Watershed Management Program as a reference for all future stakeholders. The Guernsey Team will help define the outline for the plan to ensure it represents an Integrated Watershed Management (IWM) framework by including but not limiting the content to the following components:

- 1) Proactive conservation strategies
- 2) Water quality and quantity evaluation, incorporating their precursors and consequences such as ecosystem protection, flood control, land use and infrastructure
- 3) Strategies for multi-objective decision making and risk analysis
- 4) Interdisciplinary stakeholder input
- 5) Monitoring plans
- 6) Recommended schedule for updates and revisions to the plan as necessary

The Lake Thunderbird watershed already encompasses diverse resource ownership and control which has enabled conversation on regional coordination. Furthermore, the goals identified for this project and listed in the proposal are the logical backbone of an Integrated Watershed Management Plan. The establishment of the LTWP will provide a group to focus on developing the plan and a vision for short- and long-term goals and will be responsible for updating the plan. Goal No.2, public outreach and education, will attract the groups that make the stakeholder group interdisciplinary and therefore able to consider precursors and consequences from different perspectives. In addition, public input will come from stakeholder meetings rather than reactive meetings after decisions have already been made. Goal No. 3, the desktop assessment of current watershed health, provides the basis for preliminary tasks through an understanding of current challenges and the multiple objectives and alternatives involved when preserving the benefits offered by the watershed. The objectives addressed in the assessment may refer to the following: Water quality, water supply & demand, water source reliability, regulatory compliance, infrastructure reliability and efficiency, floodplain management, and ecosystem health.

Task 4: Cooperative Watershed Management Program Understanding



GOAL NO. 2 (TASKS 5 THROUGH 8) ENHANCING AND EXPANDING THE PUBLIC OUTREACH MATERIALS AND STRATEGIES AVAILABLE FOR USE BY LTWP MEMBERS THROUGH A UNIFIED PUBLIC EDUCATION AND OUTREACH PLAN

Task 5: Diversifying Stakeholders

The purpose of the LTWP is to embrace as many stakeholders as possible who will advance the implementation of the group's goals and objectives by expanding outreach resources, increasing opportunities for volunteerism, providing feedback and input throughout the duration of projects, and instituting ownership of the ultimate results of a better managed, cleaner, greener watershed.

To diversify stakeholders our team will work with the TAG and Board to send out emails to a broad audience, or to target groups that already participate in public outreach. The latter may include contacting current education groups such as the Crow's Nest Nature Center and others within the watershed that have an established relationship with local groups. At the start, these outreach groups may be able to communicate the purpose and history of the LTWP more efficiently to potential future members. Another recommended preliminary outreach target is the University of Oklahoma. A preliminary list of stakeholder categories representing various lake interests is included below:

- 1) Landowners
- 2) Blue Thumb volunteers
- 3) Recreational groups such as the Thunderbird Sailing Club, Anglers, and other lake user groups
- 4) Marina owners
- 5) Realtors
- 6) Universities including Research Professors and student groups such as the OU Student Sailing Club, the OU OKClean Lakes and Watersheds Association (OCLWA) Student Chapter, and the OU Fishing Club
- 7) Public Schools

Task 6: Conducting Stakeholder Meetings

There are two types of stakeholder meetings required for maintaining consistent public input while providing organized analysis of comments/issues to modify the group's objectives as needed. Our team suggests that one type (Type I) involve the TAG, The Board and any other chosen stakeholders that will review the compiled information from the second type of meeting. The second stakeholder meeting (Type II) involves the broader public, residents, and businesses (as well as stakeholders included in the first meeting type) to incorporate all comments and ideas into the goals and vision of the Cooperative Watershed Management Program. It is likely that at least two Type I meetings will be needed prior to the first Type II meeting. The subsequent schedule of Type I meetings will depend on the five Type II meetings recommended throughout the duration of this project and included in the schedule.

Type I meetings: Our team will facilitate these meetings as needed and will generally consist of a formal presentation to the members followed by open discussion for brainstorming.

Type II meetings: Our team will facilitate these meetings as needed and will generally consist of three parts. The beginning will be set up as an informal, open house style meeting with different stations presenting a variety of topics. The attendees will then come together for a formal presentation on the focus topic of the meeting to gain more information and direction. The third and last part is a transition back to an informal setting in which discussion and commentary can take place. The five meetings will be split between the three cities with two in Norman, two in Oklahoma City and one in Moore.

Apart from facilitation, our team can provide ideas for information visualization for meeting presentations such as pie charts, Sankey diagrams, heatmaps and grid plots depending on the type of data presented. We can also offer support by providing materials including printed poster

boards, handouts, resource guidance, and sign in and comment sheets for all meetings, as well as collection of all these items.

Although in person meetings are vital for communicating earnestly and clearly and allow stakeholders with limited access to reliable internet the same opportunity to participate, the challenge to conducting meetings in the COVID-19 era will be obtaining and retaining attendance, particularly from the general public. Apart from opting for outdoor venues during favorable weather, our team will use a variety of ways to engage the Board, TAG and stakeholders including hybrid in person/online meetings using technologies such as Zoom, Google Meet, and ShowTime. We plan to incorporate several options to keep online meetings interactive and encourage active participation at any time of day through platforms that offer simulated real life meeting rooms with poster boards as a 3D tour, and story maps such as those offered by ESRI through ArcGIS.

Task 7: Compile and analyze information from stakeholder meetings

Type II stakeholder meetings as described above are the basis of the efficacy of the LWTP. Compiling and organizing all types of data from the meetings, such as attendees and frequency of attendance, comments, complaints, ideas, observations of successes/failures, and concerns have the following benefits:

- 1) Refining the goals guided by the watershed assessment and developed by the Integrated Watershed Management Program, otherwise called the Cooperative Watershed Management Program, through a discussion of localized experience and realistic actions.
- 2) Guiding and redefining the messages and strategies to be used during education outreach.

Our team's stepped strategy for efficient organization and compilation of the data to acquire these benefits is listed below:

- 1) Develop a platform or use social media to offer the ability to submit comments through a website link/printed surveys/cell phone and PC applications. All three of these methods would include a drop down or selection of pre-determined topics to allow the stakeholder to choose which one best fits their comment.
- 2) Categorize comments and any other input by subject to find common elements.
- 3) Display analysis of comments using graphical aids in subsequent stakeholder meetings.
- 4) Record meeting minutes and write a summary report of each stakeholder meeting. Quarterly develop a report of all stakeholder meetings in that time including analysis of the dynamic, comments, and necessary improvements or successes that can help guide the future meetings.

Task 8: Develop Public Education and Outreach Plan and Templates

Stakeholder meetings bring all groups representing watershed and lake interests together but are usually not conducted as often as necessary to maintain the inertia to accomplish the LTWP's goals. Public education and outreach supply the needed materials and events to show individuals and groups how they may implement Best Management Practices (BMPs) and offer opportunities for hands-on cooperation.

Our team would aid in developing the Unified Outreach and Education Plan and provide physical and digital templates of resources. Long term, the Unified Public Education and Outreach Plan would:

- 1) Provide resources on the LTWP website and during all events where LTWP representatives are present to include the purpose of the Cooperative Watershed Management Plan (CWMP), current projects, and opportunities for involvement.
- 2) Identify stakeholders that have the organizational capacity to host smaller, localized events and offer the same resources available at the stakeholder meetings and online for the local community. All resources would be available in an easy 'to-go' format provided by the LTWP or organized on the website by topic.
- 3) Offer activities for the general public to be involved on their own time while living, working, and enjoying what the watershed has to offer, including photo contests and recognition for incorporating Low Impact Design (LID) or implementing BMPs within private residences.
- 4) Cooperate with local schools to offer opportunities for learning and ownership, to kids and teenagers specifically. Previous experiences show that developing curriculum in partnership with local organizations or schools, advances youth involvement.
- 5) Expand outreach and education to digital forms. Social media platforms and phone app development sites such as Buildfire require an annual fee but could be managed by the LWTP to include all information available on the website in a more interactive way. Surveys and activities as well as submissions to the LTWP can be easily handled through apps and offer an additional method of quickly accessing resources.

Due to the scale and management required for an effective education and outreach plan our team would also recommend working with established education groups in the watershed. For example, the Lake Thunderbird Education Foundation could be a resource for further expanding outreach, including to children through day camps.

In addition, part of the success of public outreach comes directly from consistent branding and visual representations of the group. With Compa Creative on our team, we will ensure that all previous and future efforts by the LTWP are linked to create a shared watershed conservation vision.

GOAL NO. 3 (TASK 9): COMPLETE A DESKTOP ASSESSMENT OF CURRENT WATERSHED HEALTH INCLUDING POTENTIAL HIGH-RISK IMPACT AREAS

Although listed as Goal No. 3, the watershed assessment shall begin concurrently with Goal No. 1 to guide the goals and objectives of the LTWP and the development of the CWMP from the start.

The CWMP requires knowledge of current watershed issues that affect the beneficial uses of not only Lake Thunderbird, but of all its tributaries. In addition, current management practices are vital for understanding problem areas and learning from improvements/setbacks.

The following steps will be taken by our team to assess watershed health and recommend actions to be incorporated into the watershed management plan:

- 1) Analysis of past and ongoing watershed studies including, but not limited to, those listed below and categorized by the Integrated Watershed Management components they address:

WQ – Water Quality

S/D – Water Supply & Demand

WS – Water Source Reliability

RC - Regulatory compliance

INF - Infrastructure

FM - Floodplain Management

EH – Ecosystem Health

Study	WQ	S/D	WS	RC	INF	FM	EH
2009 BOR & OK Tourism and Recreation Department worked with OSU on a Resource Management Plan							
2010 OCC Watershed Based Plan (WBP)							
2011 OCC OU Wetland Feasibility for Stormwater Treatment							
2011 OCC and OU Demonstration Project in Trailwoods Estates. Permitting for the project was difficult because of Norman's building codes and construction standards.							
2012 Oklahoma Comprehensive Water Plan Central Region Report							
*2012 COMCD grant from the Bureau of Reclamation (BOR) for Title XVI Lake Thunderbird Water Reuse Feasibility Study							
2013 Oklahoma Department of Environmental Quality (ODEQ) Lake Thunderbird Report for Nutrient, Turbidity, and Dissolved Oxygen Total Maximum Daily Loads (TMDL)							
2014 Norman's Strategic Water Supply Plan							
2016 Norman Water Conservation Plan							
2016 Norman Utilities Authority (NUA) grant from BOR for hexavalent chrome treatment options from groundwater wells							
2018 Floating wetlands funded through COMCD with BOR (ongoing)							

* Norman received a subsequent WaterSMART grant in 2020 for the Lake Thunderbird Water Reuse Field Research Project for Inland Indirect Potable Reuse (IPR)

- 2) Work together with the consultant and the City of Norman on analysis of current monitoring and compliance under the Total Maximum Daily Load (TMDL) for Lake Thunderbird. Information on this project will offer the most current assessment of the large part of the watershed that Norman occupies.
- 3) Reach out to the City of Oklahoma City and the City of Moore within the LTWP for studies conducted in each municipality mirroring those listed in Items 1 and 2.

- 4) Compile data and common problem areas and sources to develop interactive and accessible maps highlighting priority areas for LTWP focus.

Connect priority areas and recommended actions back to the LTWP's goals and the Unified Public and Education Outreach Plan to refine the outline of the watershed management plan. In addition, the studies will show where multi-benefit projects have potential to enable stakeholder groups to not only brainstorm together but work together.

ATTACHMENT B – PROJECT SCHEDULE

The table below presents the milestones for the three goals identified in the above Scope of Services (based off the Bureau of Reclamation Watershed Management Grant Technical Proposal).

Goals	Milestone
Goal 1: Establish the LTWP as a Legal Entity	November 2020
Goal 2: Enhancing and Expanding the Public Outreach Materials and Strategies Available for Use by LTWP Member Through a Unified Public Education and Outreach Plan	April 2021
Goal 3: Complete a Desktop Assessment of Current Watershed Health Including Potential High-Risk Impact Areas	August 2021

Guernsey has identified several deliverables associated with the above goals. The table below presents the deliverables and milestone for each/ Guernsey understands that the deliverables identified below is not all inclusive.

Deliverables	Milestones
LTWP Bylaws	November 2020
Draft Watershed Management Plan Outline	April 2021
Draft Desktop Assessment and Presentation	March 2021
Public Outreach Templates	April 2021
Quarterly Reports	30 days after reporting quarter
270-day Sufficiency Report	April 2021
Stakeholder Meeting Summary Reports	30 days after stakeholder meeting
Final Watershed Management Plan	September 2021
Final Close-Out Report	September 2021

ATTACHMENT C – FEE SCHEDULE

The lump sum cost to provide these services is **\$85,500.00**. The cost described herein is based on the scope of services identified above. There may be variations that deviate from this scope. In performing the work, it may become evident that more or less effort is required and scope modifications may become necessary. Any scope changes will be discussed and approved by the City of Norman prior to implementation. Guernsey will not accrue any out of scope charge without the express approval of the City of Norman.

The estimated hours of work per employee is presented in the spreadsheet enclosed.

TASK	Project Manager	Asst. Project Manager	Project Water Resources Engineer	Project Planner	Project Civil Engineer Intern	Graphic Designer	TOTAL HOURS	Expense Type	Unit Cost	Quantity	Equipment/Expense Cost	Subcontractor	Sub Totals	TOTALS
1: Establish the LTWP as a Legal Entity	\$147.00 1	\$150.00 20	\$152.00	\$126.00 2	\$105.00	\$150.00	23				\$0.00		\$3,399.00	
2: Form a Technical Advisory Group	1	20		4			25				\$0.00		\$3,651.00	
3: Watershed Management Plan	1	18	8	3	8		38				\$0.00		\$5,281.00	
4: Watershed Management Program and Understanding	1	18	8		8		35				\$0.00		\$4,903.00	
5: Diversifying Stakeholders	1	26	8	8	8		51				\$0.00		\$7,111.00	
6: Conduct Stakeholder Meetings	20	26	8	60	40		154				\$0.00		\$19,816.00	
7: Compile data from Meetings	20	26		20			66				\$0.00		\$9,360.00	
8: Public Outreach and Plan and Templates	10	26		40		40	116	handouts	\$2,321.00	1	\$2,321.00		\$18,731.00	
9: Desktop Assessment	4	33	30		30		97				\$0.00		\$13,248.00	
TOTAL HOURS	59	213	62	137	94	40	605							
TOTALS	\$8,673.00	\$31,950.00	\$9,424.00	\$17,262.00	\$9,870.00	\$6,000.00	\$83,179.00				\$2,321.00	\$0.00	\$85,500.00	\$85,500.00

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

ARTICLE 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

OWNER'S RESPONSIBILITIES:

The OWNER shall perform the following tasks:

- A. Coordinate and securing of meeting locations, times and necessary materials.
- B. Review and comment on Consultant materials and recommendations.
- C. Publish all public meeting notices, including all notices required in the newspaper.
- D. Make all requests to other public agencies such as OWRB or Oklahoma Conservation Commission (if necessary) for data and/or assistance, as may be appropriate and relevant to travel forecasts, modeling files, or other data.
- E. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to Guernsey's services for the Project.
- G. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to execution of the Project.
- H. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- I. Furnish approvals from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- J. Bear all costs incident to compliance with the requirements of this Attachment D.
- K. Notify CONSULTANT in writing of the request to perform additional and/or "optional" services at the added cost to the overall contract.