

INTERAGENCY AGREEMENT  
Between  
OKLAHOMA CONSERVATION COMMISSION (Commission) and  
CITY OF NORMAN (City)

Section I. Background and Objectives.

WHEREAS, 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; and

WHEREAS, the City as a municipality of the state has the authority to apply conservation practices and to educate its citizens and visitors about its conservation projects, as well as to encourage good conservation practices within its city limits; and

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 74 O.S § 1008 to contract with the Commission for conservation education; and

WHEREAS, the parties desire to enter into this Interagency 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:

Section II: Project Description.

The City has requested assistance to cover the cost of producing educational signage that will support the restoration and protection of Brookhaven Creek. The Commission agrees to reimburse the City up to Four Thousand (\$4,000.00) for the production of the signs.

Section III: In-Kind Match

The City agrees to install and maintain the signs. The signs will be installed in William Morgan, Prairie Creek and Rock Creek Parks in Norman, Oklahoma.

Section IV: Audit Clause

The Oklahoma State Auditor and Inspector or cognizant federal or state audit agency shall, under this Agreement, have access to and the right to examine during normal working hours any pertinent books, documents, papers, or records of the City, the Commission, or any of its sub-recipients engaged in the performance of or involving any transactions related to this Agreement.

Section V: Funding Default

The Commission controls the major portion of the funds of this Project. In the event funds become unavailable from the prime agency, notice will be given to the City 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.

#### Section VI: 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 political subdivision 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.

#### Section VII: 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.

#### Section VIII: Non-Collusion

No member or employee of the Commission or the City shall be allowed to financially profit from this Agreement.

#### Section IX: Amendment Clause

This Agreement may be modified by mutually acceptable written amendments, and must be duly executed by authorized officials of the Commission and the City.

#### Section X: 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.

#### Section XI: 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

**OKLAHOMA CONSERVATION COMMISSION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Trey Lam, Executive Director

**CITY OF NORMAN**

By: \_\_\_\_\_ Date: \_\_\_\_\_