



Intergovernmental Agreement

This Intergovernmental Agreement (Agreement) between the Oklahoma Department of Environmental Quality (DEQ) and City/ County Name (City/County) is for environmental cleanup services provided by DEQ for the Property located at Street Address (Legal Address). The areas of responsibility and relationships presented herein provide the conceptual framework under which the project will be executed.

- I. **STATUTORY AUTHORITY AND EFFECTIVE DATE:** This Agreement is authorized pursuant to and in accordance with the provisions of Title 27A Okla. Stat. (O.S.) § 2-3-201, 27A O.S. § 2-3-202, 74 O.S. § 581, and 74 O.S. § 1008. This Agreement shall begin on Month Day, 2020 or when executed by all parties whichever date occurs of the later and will continue through Month Day, 2020 or until completion of project or through an amendment whichever occurs first. This Agreement does not automatically renew and can be renewed for a period of 4 additional years by agreement of the parties.
- II. **ENVIRONMENTAL CLEANUP SERVICES:** The City/County has requested environmental cleanup assistance from DEQ. DEQ agrees to provide the environmental cleanup services outlined in the attached Statement of Work (Exhibit A) and the City/County agrees to these services.
- III. **RESPONSIBILITIES OF ALL PARTIES:** The City/County and DEQ mutually agree that the responsibilities shall be as stated below:
 - 1) City/County's Responsibilities: The City/County shall be responsible for the duties listed below and shall not hold DEQ responsible for any of the duties. Those duties shall include:
 - a) Appoint a representative to serve as the central point of contact on matters relating to this Agreement and submit said representatives name and contact information to DEQ within 10 days of the effective date of this Agreement;
 - b) Restrict occupant's use/presence in the facility during remediation, as requested. This could include but is not limited to removing equipment, vehicles and other items that may be in the way of cleanup activities;
 - c) Accept responsibility for damages listed below that are required to perform the environmental cleanup work;
 - i. List of damages responsible for
 - d) Attend routine update calls with DEQ during the remediation process; and
 - e) Perform any continued operations and maintenance required to keep remedy protective. An Operations and Maintenance Plan will be provided by DEQ.
 - 2) DEQ's Responsibilities: DEQ shall be responsible for the duties listed below and shall not hold the City/County responsible for any of the duties. Those duties shall include:
 - a) Appoint a representative to serve as the central point of contact on matters relating to this Agreement and submit said representatives name and contact information to the City/County within 10 days of the effective date of this Agreement;
 - b) Provide regular verbal progress reports via calls with the City/County;

- c) Manage work and cover costs associated with the environmental cleanup work outlined in the attached Statement of Work (Exhibit A);
- d) Supply the City/County with a final report of all DEQ activities within 90 days of completion of work;
- e) File a mandatory Notice of Remediation restricting the property to Restrictions on subject property; and
- f) Supply the City/County with an Operations and Maintenance Plan listing ongoing operations and maintenance issues, within 90 days of completion of work.

- IV. **ACCESS TO PROPERTY:** All access to property shall be enforced by the executed Environmental Access Permit that shall accompany this Agreement upon execution.
- V. **PUBLIC INFORMATION:** The City/County is generally responsible for all public information. The City/County shall acknowledge the DEQ cleanup services outlined in this Agreement when making public statements regarding this building. The City/County will allow DEQ to place signs on the property during the environmental cleanup work. DEQ may make public announcements and respond to all inquiries relating to the environmental cleanup work in this Agreement. DEQ reserves the right to approve all press releases and publications where the agency is mentioned or included before publication. The agency shall provide a contact for publicity approval within ten (10) days of execution of the Agreement. The City/County shall have the agency's approval before using the DEQ logo or moving any DEQ signs the agency has placed. The City/County and DEQ shall give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to this Agreement.
- VI. **TERMINATION:** This Agreement is expressly contingent upon funding and shall terminate without penalty either in whole or in part if funds are not made available to DEQ. Either party may terminate this Agreement by giving written notice at least sixty (60) days prior to the desired date of cancellation.
- VII. **ACCEPTANCE OF AGREEMENT:** The parties acknowledge and agree that they have read the Agreement and that they accept the responsibilities with which they are charged. The City/County agrees to comply with the building use restrictions during cleanup and understands that failure to comply with said restrictions or failure to adhere to the responsibilities enumerated in this Agreement may result in delayed remediation. This Agreement shall not affect any pre-existing or independent relationships or obligations between the parties. The City/County's Acceptance of this Agreement from DEQ constitutes acceptance of all current DEQ Purchasing terms and conditions. Terms and conditions are subject to change and may be found at <https://www.deq.ok.gov/wp-content/uploads/deqmainresources/DEQ-Terms-and-Conditions.pdf>
- VIII. **UNAUTHORIZED OBLIGATION:** At no time during the performance of this Agreement shall the City/County have the authority to obligate DEQ for payment of any goods or services.

In witness whereof, this Agreement, consisting of Number of Pages in Text (Numerical Number of Pages) pages has been executed and delivered effective as of the date first above written.

City/County Name
Address
City, Oklahoma Zip

Authorized Representative Signature Date

Authorized Representative Name, Title

Oklahoma Department of Environmental Quality
707 N. Robinson, P.O. Box 1677,
Oklahoma City, Oklahoma 73101-1677

Authorized Representative Signature Date

Authorized Representative Name, Title