

**INTERGOVERNMENTAL AGREEMENT BETWEEN
OKLAHOMA CONSERVATION COMMISSION
and
_____ CONSERVATION DISTRICT**

This intergovernmental agreement is made and entered into on this _____ day of _____, 2009, by and between the Oklahoma Conservation Commission, 2800 N. Lincoln Boulevard, Suite 160, Oklahoma City, Oklahoma 73105-4210, hereinafter referred to as "Commission", the _____ Conservation District, _____, OK _____, hereinafter referred to as "District".
(address) (zip)

WITNESSETH:

WHEREAS, the Commission is an agency of the State of Oklahoma and is created and established pursuant to the provisions of 27A O.S. (2001) §§ 3-1-101 et. seq., and is authorized under the provisions of those statutes along with 74 O.S. (2001) § 581 to enter into this agreement; and

WHEREAS, the District, a conservation district, is a governmental subdivision of the State of Oklahoma and a body corporate and politic as set out in 27A O.S. (2001) §§ 3-3-101 et. seq., and is authorized under the provisions of those statutes along with 74 O.S. (2001) § 581 to enter into this agreement; and

WHEREAS, it is the policy of the State of Oklahoma for the Commission and conservation districts to provide 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, control floods, conserve and develop water resources and water quality, prevent impairment of dams and reservoirs, preserve wildlife, 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, it is further the policy of the State that conservation districts established under the Conservation District Act serve as the primary local unit of government responsible for the conservation of the renewable natural resources of this state, and competent to administer, in close cooperation with landowners and occupiers, with local governmental units, and with agencies of the government of this state and of the United States, projects, programs and activities suitable for effectuating the policy of the Conservation District Act.

WHEREAS, the First Regular Session of the 52nd Oklahoma Legislature (2009) has duly enacted Senate Bill 238 (the "Act," to be codified at Title 73 Oklahoma Statutes §335) as of April 20, 2009, and the Governor has approved this legislation as of April 27, 2009, with the Act immediately becoming law upon its approval; and

WHEREAS, the Act authorizes financing for the purposes of construction, repair and rehabilitation of flood-control dams, repair of roadside water erosion, riparian restoration and purchase of necessary equipment in various counties through and with the assistance of local conservation districts, including restoration of flood-damaged areas, all pursuant to the Conservation District Act (Title 27A Oklahoma Statutes, §§3-1-101 *et seq.*); and

WHEREAS, bond funds from the Commission to the District are necessary to meet the purpose of the Act; and

WHEREAS, the Commission is responsible for providing bond funds to the District on selected and approved project(s); and

WHEREAS, the parties hereto agree the project(s) funded with the bond proceeds will assist the State and its residents in protecting the public health, safety and welfare, and will accomplish an important public purpose.

NOW, THEREFORE, the parties to this agreement hereby mutually agree and understand as follows:

1. SCOPE OF OBLIGATION OF COMMISSION. Commission agrees to:
 - review the District's request for possible bond funding;
 - provide bond proceeds to the District for selected projects, if any, approved by the Commission that are authorized by the Act and the Conservation District Act;
 - release bond proceeds to the District upon the receipt and processing of properly submitted documentation;

2. SCOPE OF OBLIGATION OF DISTRICT. District agrees to:
 - grant to the Commission pursuant to this agreement the use and occupancy of any bond funded project(s) until the retirement of the bond debt. The use and occupancy for the purposes of this bond issue shall be the right of access, inspection for compliance, and maintenance of the project for a period of fifteen years or until the bond is paid off;
 - submit proper paperwork and documentation to the Commission for release of the bonds funds on qualified and approved project(s);
 - ensure the use of the bond proceeds for a public purpose;
 - ensure the use the bond proceeds for the purposes of construction, repair and rehabilitation of flood-control dams, repair of roadside water erosion, riparian restoration, restoration of flood-damaged areas, and purchase of necessary equipment pursuant to the Conservation District Act and the Act set out in Senate Bill 238;
 - submit any and all documentation requested by the Commission within established timeframes.

3. TERM OF AGREEMENT. This agreement shall be in effect until July 1, 2024, or until all indebtedness incurred in connection with the bond funds is paid. Once the bond

debt has been paid in full, the District's grant of the use and occupancy of the project (described in item 2. Scope of Obligation of District) to the Commission shall also expire.

4. AGREEMENT CONTINGENT ON FUNDING. This agreement is not a fund-obligating document. Financial and other assistance to be furnished in developing a project and carrying out a project is contingent upon the fulfillment of applicable laws and regulations and the availability of bond proceeds or other monies and Commission's approval of the project(s).

5. AMENDMENTS AND MODIFICATIONS. This Agreement shall not be amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto. Except that the Commission may de-authorize bond funds at any time it determines that the District has failed to comply with the conditions of this agreement and recoveries by the Commission shall be in accord with the legal rights and liabilities of the parties when project funding has been de-authorized.

6. AUDITS. It is further understood and agreed that any books, records, documents, accounting procedures, practices, or any other items of the Districts relevant to this agreement are subject to examination and copying by the Oklahoma Conservation Commission and the Oklahoma State Auditor and Inspector.

7. BINDING EFFECT. All of the terms, stipulations, covenants, conditions, provisions and agreements contained in this agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

APPROVED AND AGREED TO by and between the parties hereto the day and year first above appearing.

CONSERVATION DISTRICT

OKLAHOMA CONSERVATION
COMMISSION

_____, Chair

Mike Thralls, Executive Director

ATTEST:

ATTEST:

(District Seal)

(Commission Seal)