

COOPERATIVE AGREEMENT BETWEEN
OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION
AND

City of Clinton, OK

This Cooperative Agreement, made in Duplicate this ____ day of _____, 20____, by the Oklahoma Department of Wildlife Conservation, hereinafter called the Department, and the City of Clinton _____ hereinafter called the Cooperator.

WHEREAS, the Department has a cooperative **boating and/or fishing access facilities** development program to construct and/or repair certain boating/fishing (circle one) access facilities, and

WHEREAS, the Cooperator is the owner and/or operator of the lake and/or other real property described in Attachment A, and thereby made a part of this agreement, and

WHEREAS, the Cooperator has herein entered into this cooperative agreement with the Department to construct or repair the boating/fishing (circle one) access facility as specifically described in Attachment A, and

WHEREAS, the Department has available Federal Aid in Sport Fish Restoration Act Funds (Wallop-Breaux) to share up to 75% of total cost on a reimbursable basis for construction or repair of said facility described in attachment A, and

WHEREAS, the Cooperator has available matching local, state, or other non-federal funds or in-kind services for cooperating in completing work as described in Attachment A, and

WHEREAS, the Cooperator hereby agrees to be totally responsible for the construction and subsequent maintenance, as described herein, of the said access facility.

NOW THEREFORE, it is mutually agreed as follows:

1. The Department agrees to fund up to, but not to exceed, 75 % of the total cost of the access facilities development(s) specifically described in Attachment A with Federal Aid in Sport Fish Restoration Act (Wallop-Breaux) Funds apportioned to the Department.
2. The Cooperator agrees to perform the work on the access facility as described in Attachment A, and to provide to the Department adequate records of all costs incurred, both cash encumbrances and in-kind services, so that accurate total costs are documented.
3. The Cooperator agrees to provide up to, but not to exceed \$500.00 non-federal matching funds (25% of actual costs), for the ODWC architect or engineer to review plans and specifications for conformance to ODWC guidelines, constructability and ADA compliance.
4. The Cooperator agrees to allow public access and to maintain said facility at own expense for 20 years. Minimum maintenance includes mowing vegetation, removing trash, restrooms sanitation, and repairing minor damages to structures.
5. The Cooperator agrees not to prohibit or discourage any boater from launching boats based on sizes and horsepower ratings. Boat speed limits may be imposed.
6. The Cooperator agrees not to discriminate against any user or potential user on the basis of race, creed, color, gender, ancestry, age or disability. Furthermore, the developments described in Attachment A will be constructed so as to be accessible to persons with disabilities in adherence

to the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and Uniform Federal Accessibility Standards (UFAS).

7. The Cooperator agrees not to charge any kind of boat launching fee(s) for use of said facility; however, fishing, boating, camping and/or picnicking permits on the property owned by City of Clinton are allowed.
8. The Cooperator agrees that all activities conflicting with or discouraging public fishing and recreational boating use on subject lake water body will be prohibited. The access facility will remain open for inspection and compliance reviews at all times by the U.S. Fish & Wildlife Service and the Department to fulfill responsibilities in monitoring uses of Federal Aid acquired and developed properties.
9. The cooperator agrees to use the facilities described in Attachment A only for the intended purposes provided and to prohibit all activities or use that interferes with, conflicts with or discourages use by boaters and anglers. If such conflicting use is not prevented the cooperator agrees to refund the Department's share of the project cost.
10. The Cooperator agrees to accept all responsibility and liability for the construction, maintenance and operation of said facility and will not hold the Department liable for any damage or injury to any persons during it's construction, operation or use.
11. The Cooperator agrees to install and maintain in perpetuity a sign(s) supplied by the Department stating that Department Sport Fish Restoration Funds were used to develop said facility.
12. Failure to comply with the terms of this agreement by either party shall allow the other party to withdraw any interest they have at the time and terminate the agreement.

Dated the _____ day
_____, 20__

Oklahoma Department of Wildlife Conservation

For the Department:

Subscribed and sworn to me _____, 20__
My commission expires _____, 20__

Director O.D.W.C.

Notary

Dated the _____ day
_____, 20__

For the Cooperator:

Grayson Bottom, City Manager

Subscribed and sworn to me _____ 20__
My Commission expires _____ 20__

Signature

Notary