



Regional Partners — Regional Solutions

2 West Second Street Suite 800 | Tulsa, OK 74103 | 918.584.7526 | www.INCOG.org

January 8, 2019

Commissioner Karen Keith
Tulsa County BOCC
500 S. Denver
Tulsa, OK 74103

Dear Chair Keith:

I am pleased to inform you that the REAP Transportation project you submitted for the FY 2019 INCOG application cycle has been funded. Enclosed are four copies of the contract for your Year 2019 REAP grant and one Certificate of Authorized Signatures. Please execute three copies of the contracts and return them along with the completed Certificate of Authorized Signatures to me as soon as possible. ***No funds can be drawn down without an executed contract being on file at our office.*** Once we have received the executed documents, we will provide you with this year's manual containing all the necessary forms to complete your project. Should you have any questions, please feel free to call me at (918) 584-7526. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Barbara".

Barbara Albritton
Rural Development Coordinator

Enclosures

Cc: Stan Salee, District 1 Commissioner
Tom Rains, County Engineer



2019 REAP CONTRACT

for Community Development

PART I – Summary and Signatures

SUMMARY

Contract Title:	Rural Economic Action Plan Funds - Community Development
Contract Number:	190201
Contracting Agency:	INCOG
Contractor:	Tulsa County BOCC (Industrial Park Road)
Description of Project:	Industrial Park Road Improvements
Amount of Grant:	\$60,000.00
Source:	62 O.S. (2010) sec. 2001 et seq.
Funding Period:	December 14, 2018 to December 31, 2020

To Submit Requisitions or Notice:

Barbara Albritton
Two West 2nd Street, Suite 800
Tulsa, OK 74103
(918) 584-7526
Fax: (918) 583-1024
E-mail : balbritton@incog.org

To Issue Payment or Notice:

Tom Gerard
Tulsa County BOCC
501 S. Denver, Suite 120
Tulsa, OK 74103
PH: (918) 596-5000
Fax: (918) 596-4966

Agreement Components: Part I - Summary and Signatures
 Part II - Terms and Conditions
 Attachment - Grant Application

SIGNATURES - EXECUTION OF CONTRACT

CONTRACTOR

INCOG

Karen Keith, Chair

Richard Carter, Vice Chair

Date

Date

Attest:

Attest:

(SEAL)

Michael Willis, County Clerk

Mike Burdge, Secretary

Nolan M. Fildes 1-18-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

In consideration for the exchange of mutual promises which are recorded in this agreement and other good and valuable consideration, the parties contract as follows.

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

- a. Payments pursuant to this contract are to be made only from monies made available to INCOG through the Oklahoma Department of Commerce (ODOC) for the REAP program. Notwithstanding any other provisions, payments to the **Tulsa County BOCC** (hereinafter referred to as **Contractor**) by INCOG are subject to the availability of such funds to INCOG, as determined by State action and/or law. INCOG may take any action necessary in accordance with such determination.
- b. INCOG at its sole discretion shall have the right to terminate this contract if the Legislature fails to allocate sufficient funds to maintain this contract or, in the alternative, to reduce the compensation clause proportionately to reflect the reduction in funding allocated to INCOG's contract with ODOC.

2. MODIFICATION (AMENDMENT)

- a. This contract is subject to such modification as may be required by State law. Any such modification may be done unilaterally by INCOG.
- b. Minor changes in the scope and services to be performed and the total contract amount may be modified by duly-authorized representatives of INCOG by delivering written notice to Contractor.

3. INCOG

INCOG agrees to provide funding for the project up identified in the grant application which is attached and incorporated by reference up to, but not exceeding, the total contract amount.

4. CONTRACTOR (Town, City, or County)

- a. The Contractor agrees to perform the duties and obligations contained in this contract and all amendments thereto. Contractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish all projects in accordance with the terms and conditions of this contract.
- b. Contractor is responsible for monitoring the performance of work done by its employees and subcontractors. Contractor will take affirmative steps to assure that all personnel engaged in the

performance of this contract are fully qualified and authorized under State and local law to perform such work and services.

- c. Contractor may enter into subcontracts for the performance of the terms of this agreement upon the prior written approval of INCOG.
- d. In no event will contractor or any subcontract incur obligation on the part of INCOG beyond that stated in section 3, above.

5. EMPLOYEE BENEFITS

The Contractor shall maintain and take full responsibility for payment of Worker's Compensation insurance, unemployment insurance, and shall make all appropriate deductions and withholdings for social security tax, state and federal income tax, and any other deductions required by law for its employees; and shall require the same in all subcontracts entered into for the completion of this agreement.

6. CERTIFICATIONS BY CONTRACTOR

- a. The contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all state statutes and other legal authority. The Contractor recognized that it is responsible for assuring financial programmatic compliance by its subcontractors.
- b. The Contractor specifically certifies and assures that:
 - (1) It will adhere to state regulations pertaining to non discrimination, and will include the same requirement in all subcontractors.
 - (2) It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

7. HOLD HARMLESS CLAUSE

The contractor shall, within limitations placed on such entities by state law, save harmless INCOG and the State of Oklahoma, their agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damages sustained by any person or property in consequence of any act or omission by the Contractor or any subcontractor. The Contractor shall, within limitations placed on such entities employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for the Contractor, the

Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees for all the hereinbefore described expenses, claims actions or amounts recovered.

8. POLITICAL ACTIVITY

- a. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- b. No portion of the contract funds may be used for lobbying activities.

9. PAYMENTS TO COMPANIES

- a. No contract funds may be paid to any corporation, limited liability company, partnership, proprietor or other private entity except for services to be provided pursuant to an approved project.
- b. No contract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

10. NO-CONFLICT COVENANT

The Contractor covenants that no members or employees of any governing board of the Contractor or Subcontractor have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract. The Contractor further covenants that in the performance of this contract no person having any such interest will be employed by the Contractor or any subcontractor.

11. COMPENSATION TO CONTRACTOR

- a. Upon submission to INCOG of a purchase order, invoice or cancelled check approved by Contractor's local governing body, INCOG will pay Contractor within thirty (30) days of receipt for expenses incurred in the performance of this contract.
- b. Funds made available under this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to in this agreement. No contract funds shall be used for expenses incurred either prior to or after the time period specified. Contract funds shall not be used for any purpose other than those approved and agreed to in this agreement.
- c. The funds provided under this contract shall not be used to pay any administrative expenses of the entity requesting the funds or any subcontractor, or any expenses of the Contractor or

subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. (2010) sec 2011 (C).

- d. Any capital items purchased with the funds provided under this contract shall be for the use of the grantee as identified in the application. Items purchased with grant funds may not be disposed of or transferred to another entity while during the record retention period (Section 14.C of this contract) without the approval of INCOG.

12. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

13. PROCUREMENT

Procurement of goods and services and the management and disposition of personal property acquired with contract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et. seq.

14. RECORDS, REPORTS, DOCUMENTATION

- a. The Contractor and/or its subcontractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds.
- b. The Contractor shall, or shall require its subcontractor to furnish INCOG with narrative reports and financial reports related to this contract in the forms and at such times as may be required by INCOG.
- c. The Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Contractor shall, as INCOG deems necessary, permit authorized representatives of INCOG, the State Auditor and Inspector and the State of Oklahoma to have full access to and the right to fully examine all such materials.

15. CLOSING OUT OF PERIOD FUNDED

- a. The Contractor shall submit closeout documents as provided by INCOG or the State of Oklahoma no later than sixty (60) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.

- b. When actual expenditures total less than the contract amount, the contract shall automatically be deobligated to the actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to INCOG's Rural Economic Action Plan fund.

16. INTERPRETATION, REMEDIES

- a. In the event the parties fail to agree on changes or interpretations of this contract, the decision of INCOG shall prevail.
- b. In the event of any disagreement between the Contractor and INCOG relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of INCOG shall prevail.
- c. Neither forbearance nor payment by INCOG shall be construed to constitute waiver of any remedies for any default or breach by the Contractor or subcontractor that exists or occurs later.

17. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by INCOG, in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
 - (1) Contractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this contract.
 - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - (3) Contractor has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, the Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Contractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- d. The Contractor shall not be relieved of liability to INCOG for damages sustained by the INCOG by virtue of any breach of this

contract by Contractor or subcontractor. INCOG may withhold payments due under this contract pending resolution of the damages.

18. ENTIRE AGREEMENT

This contract constitutes the entire agreement between INCOG and the Contractor, that it is final and complete. No evidence of alleged prior dealings, course of dealing or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this contract or to add any stipulation or obligation different from or Inconsistent with the express provisions of this contract.

19. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

20. SPECIAL CONDITIONS

- a. Contractor shall obtain all permits and licenses required by state and local law for projects of the type performed under this contract.