

AIR QUALITY SMALL GRANT CONTRACT
BY AND BETWEEN THE
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
AND
THE CITY OF NORMAN

This Grant Contract, dated the ____ day of _____, 2022, by and between the Association of Central Oklahoma Governments, a public agency (hereinafter “ACOG”), and the City of Norman, a city located within the Central Oklahoma Transportation Management Area, (hereinafter “Grantee”) is for the provision of reimbursement of certain costs incurred for the installation of 80 bus stops throughout Norman as further defined in the "SCOPE OF SERVICES."

Amount of Grant not to exceed: \$120,000.

A. SCOPE OF SERVICES

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and incorporating the RFP issued by ACOG on Friday, October 1, 2021, and the Grantee’s application in response thereto dated November 19, 2021, and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
 - A.1.a. Grantee agrees these grant funds shall be used for the provision of reimbursement of certain costs incurred for the installation of 80 bus stops throughout Norman. Each bus stop will include an ADA-compliant concrete bus landing pad and sign. Marketing, promotion, education, and branding (i.e., decals, signage) associated with the project are included as allowable costs.
 - A.1.b. Grantee shall provide local matching funds of \$40,000.
 - A.1.c. Grantee shall obtain all required City permits and approvals.
 - A.1.d. Grantee shall ensure all infrastructure components of this project are accessible to the public and available for public use.
 - A.1.e. Grantee shall publish press release announcing installation of infrastructure. Grantee shall monitor infrastructure for regular usage and collect data. Grantee shall provide data electronically to ACOG as part of annual reports described in Section A.4.
 - A.1.f. Grantee will visibly and distinctly brand all ACOG Air Quality Small Grant-funded infrastructure project components with the current ACOG logo and brand standards, to be furnished by ACOG.

- A.1.g. The Grantee, or a party identified in a signed, binding document submitted as part of the grant application, shall be solely responsible for all ongoing maintenance of infrastructure and required branding to ensure functionality until the end of the infrastructure's useful life or until such time as it is no longer practical or feasible to continue to maintain. All infrastructure and branding maintenance costs are the responsibility of the Grantee.
- A.2. **CMAQ Funding:** The intention of ACOG in awarding these grant funds is to fund transportation projects or programs that will contribute to attainment or maintenance of the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide, and particulate matter as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality (CMAQ) funding guidelines within the Central Oklahoma region to reduce vehicle emissions and to support the Clean Air Act and its amendments. The State of Oklahoma considers ACOG a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
- A.3. **Progress Reports:** Grantee shall provide to ACOG quarterly project progress reports once the contract has been executed and a Notice to Proceed is issued. Progress reports are required until such time as all grant-funded materials and infrastructure have been purchased and installed and final reimbursement requests are provided to ACOG.
- A.3.a. **Project Completion:** Once the project is operational/complete, Grantee will provide ACOG notification that the project is operational/complete to ensure the tracking of annual reporting.
- A.4. **Annual Reports:** Grantee shall provide to ACOG a minimum of three (3) annual reports covering at least 12 full months of project operation. The first annual report should cover the period commencing with project completion and ending with the first anniversary of project completion. Additional reporting should occur each following year on that date.

B. GRANT CONTRACT TERMS

- B.1. ACOG shall have no obligation for costs incurred by the Grantee outside the period commencing with the Notice to Proceed date and ending 24 months after the Notice to Proceed date, hereinafter referred to as Part I of Contract Terms.
- B.2. Reporting requirements as described in Section A.3. of this Grant Contract shall be effective for the period commencing with the Notice to Proceed date and ending with the date of project completion, hereinafter referred to as Part II of Contract Terms.
- B.3. Reporting requirements as described in Section A.4. of this Grant Contract shall be effective for the period commencing with the first anniversary of project completion and ending not later than three years after project completion, hereinafter referred to as Part III of Contract Terms.
- B.4. ACOG presently has CMAQ funds available, allocated through the Federal Highway Administration and administered by the Oklahoma Department of Transportation, which may be used to facilitate CMAQ projects. This Grant Contract is contingent upon the continued availability of federal CMAQ funds.

C. PAYMENT TERMS AND CONDITIONS

- C.1. **Limitation of Liability:** In no event shall the maximum liability of ACOG under this Grant Contract exceed \$120,000.
- C.2. **Payment Methodology:** The Grantee shall be reimbursed for Allowable Costs related to the installation of 80 bus stops throughout Norman as described in Section A.1.a., not to exceed the maximum liability established in Section C.1.
- C.2.a. Allowable Costs are defined as expenditures directly related to the purchase, installation, branding (e.g., decals, signage), and marketing for items described in Section A.1.a.
- C.2.b. The Grantee shall submit invoices accompanied by bills of sale and documentation as further described in Sections C.3., within 30 days of project completion.
- C.3. **Invoice Requirements:** Grantee shall invoice ACOG with all necessary supporting documentation, to:

ACOG
Attn: Hannah Nolen, Transportation Planning Services
4205 N. Lincoln Blvd
Oklahoma City, OK 73105
Telephone: 405-234-2264
Email: hnolen@acogok.org

- C.3.a. Each invoice shall clearly and accurately detail the following required information:
- (1) Invoice/Reference Number (assigned by the Grantee)
 - (2) Invoice Date
 - (3) Grant Contract Number (CMAQ2022-03, assigned by ACOG to this Grant Contact)
 - (4) Grantee Name
 - (5) Grantee Federal Employer Identification Number
 - (6) Grantee Remittance Address
 - (7) Grantee Contact (name, phone, and/or email address for the individual to contact with invoice questions)
 - (8) Complete Itemization of Reimbursement Requested which shall include documentation of paid expenses and shall include each of the following:
 - i. Itemized Bill of Sale showing dates of sale/service
 - ii. Itemized Invoices for any Capital Costs for which reimbursement is requested
 - iii. Total reimbursement amount requested
- C.3.b. Each invoice shall be accompanied by a digital photo file(s) of the completed project displaying required branding (as described in section A.1.f.).
- C.3.c. Each invoice shall be accompanied by a press release, as well as social media post announcing the completion of the project and the Grantee' partnership with ACOG. ACOG can be mentioned on Twitter and Facebook (ACOGOK).

- C.4. **Invoice Timing and Limitations:** The Grantee understands and agrees that an invoice to ACOG under this Grant Contract shall include only reimbursement requests for actual expenditures as described in Section A.1.a. and Sections C.2., C.2.a. and C.2.b. of this Grant Contract subject to the liability limits of the Grant Award as described in Section C.1.
- C.4.a. All invoices for reimbursement must be received by ACOG within 30 days of project completion and shall include only expenses incurred during the period delineated as Part I of Contract Terms.
- C.4.b. All invoices for reimbursement for costs incurred through June 30, 2022, for projects meeting all grant requirements at that time must be received by ACOG no later than July 15, 2022. The same applies to any subsequent fiscal years.
- C.4.c. The Grantee's failure to provide all invoices to ACOG as required, shall result in the Grantee being deemed ineligible for reimbursement of those invoices under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.
- C.5. **Payment of Invoice:** ACOG shall, within 90 days of receipt of invoice for allowable costs relating to the Scope of Services as described, review and process invoice as well as request reimbursement from ODOT for Grantee's expenditures. Once ODOT has provided reimbursement for Grantee's expenditures, ACOG will issue payment to Grantee.
- C.6. **Unallowable Costs:** The Grantee's invoice shall be subject to reduction for amounts included in any invoice which are determined by ACOG, on the basis of the terms of this Grant Contract and stated intent of the Grant Award, not to constitute allowable costs. Unallowable Costs include but are not limited to personnel and administrative costs as well as maintenance, architectural, engineering, or project inspection fees.

D. STANDARD TERMS AND CONDITIONS

- D.1. **Required Approvals:** ACOG is not bound by this Grant Contract until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.
- D.2. **Notice to Proceed:** Reimbursable costs cannot be incurred until Grant Contract is fully executed and a Notice to Proceed is issued to Grantee.
- D.3. **Modification and Amendment:** This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by ACOG.
- D.4. **Termination for Cause:** If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, ACOG shall have the right to terminate the Grant Contract and withhold any and all award funds for reimbursement regardless of any financial liability for equipment or services incurred by the Grantee. Notwithstanding the above, the Grantee shall not be relieved of liability to ACOG for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. **Records:** The Grantee shall maintain documentation for all purchases and installations under this Contract. The books, records, and documents of the Grantee, insofar as they relate to money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, the Oklahoma Department of Transportation and/or Federal Highway Administration, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.
- D.6. **Progress Reports:** The Grantee shall submit quarterly progress reports, as described in Section A.3., to ACOG in addition to annual reports as described in Section A.4.
- D.7. **ACOG Liability:** Except for circumstances described in Section D.8., Grantee agrees that any and all liability of any kind stemming from the purchase and use of infrastructure and related materials shall remain with and will be the sole responsibility of the Grantee.
- D.8. **Force Majeure:** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics, or any other similar cause.
- D.9. **State and Federal Compliance:** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.10. **Governing Law:** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- D.11. **Completeness:** This Grant Contract and attachments is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and discussions between the parties relating hereto, whether written or oral.
- D.12. **Severability:** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

E. SPECIAL TERMS AND CONDITIONS

- E.1. **Conflicting Terms and Conditions:** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts:** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

ACOG:
Hannah Nolen, Transportation Planning Services
4205 N. Lincoln Blvd
Oklahoma City, OK 73105
Telephone: 405-234-2264
Email: hnolen@acogok.org

Grantee:
The City of Norman
c/o Taylor Johnson, Transit and Parking Program Manager
201A West Gray Street
Norman, OK 73069
Telephone: 405-217-7761
Email: taylor.johnson@normanok.gov

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. **Hold Harmless:** To the extent that Oklahoma law permits, the Grantee agrees to hold harmless ACOG as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for ACOG in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to ACOG.

Likewise, ACOG agrees to hold harmless Grantee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of ACOG, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. ACOG further agrees it shall be liable for the reasonable cost of attorneys for Grantee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of ACOG to Grantee.

In the event of any such suit or claim, the Grantee shall give ACOG immediate notice thereof and shall provide all assistance required by ACOG in ACOG's defense. ACOG shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent ACOG in any legal matter.

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

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

By: _____
Mark W. Sweeney, AICP, Executive Director

Date: _____

REVIEWED for form and legality.

By: _____
Pete White, ACOG General Counsel

Date: _____

THE CITY OF NORMAN

By: _____
Brea Clark, Mayor

Date: _____

ATTEST

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Brenda Hall, Secretary

APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney