

**AN AGREEMENT BETWEEN
THE INDIAN NATIONS COUNCIL OF GOVERNMENTS
AND THE CITY OF BROKEN ARROW**

This AGREEMENT is made by and between the Indian Nations Council of Governments, hereinafter referred to as INCOG, and The City of Broken Arrow hereinafter referred to as City.

WITNESSETH:

WHEREAS INCOG manages projects for the Congestion Mitigation and Air Quality (CMAQ) Program with funds from the Federal Highway Administration (FHWA) as administered by the Oklahoma Department of Transportation (ODOT) and this agreement is funded with CMAQ funds. The Catalog of Federal Domestic Assistance (CFDA) number for the CMAQ program is 20.205. Funds for this project are included in INCOG's contract with ODOT Job Piece Numbers: **19017(13) and 19017(17).**

WHEREAS City requested CMAQ funds to INCOG to INSTALL WAYFINDING SIGNAGE ON THE LIBERTY TRAIL and was selected for funding at the December 8, 2025 meeting of the INCOG Board of Directors and this project was programmed into the INCOG 2024-2027 Transportation Improvement Program (TIP) at the February 10, 2026 meeting of the INCOG Board of Directors.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

SECTION 1 – PROJECT INFORMATION

PROJECT NAME:	<u>City Trails – Wayfinding Signage</u>
PROJECT LOCATION:	<u>City of Broken Arrow – Broken Arrow, OK</u>
PROJECT PURPOSE:	<u>To Install Wayfinding Signage On The Liberty Trail In Broken Arrow, OK.</u>

SECTION 2 – PROJECT COSTS

INCOG agrees to reimburse City up to eighty percent (80%) of actual costs incurred for project. The maximum amount to be reimbursed is not to exceed **\$55,958**. The local share for this project must come from non-federal sources and be at least twenty percent (20%) of actual costs incurred for project. The minimum amount of local funds to be provided is **\$13,990**. City shall be responsible for any and all costs exceeding these amounts. Federal funding for this project comes from two separate CMAQ grants as follows:

INCOG Program Number	ODOT JP Number	Sponsor	Federal Share
112415	19017(13)	City of Broken Arrow	\$3,222
112410	19017(17)	City of Broken Arrow	\$52,736

SECTION 3 – INVOICING AND REIMBURSEMENT

City will submit invoices with appropriate supporting documentation in a format approved by INCOG. INCOG will reimburse City after approving a complete and accurate invoice and after INCOG receives the CMAQ funds from ODOT. City may submit invoices no more frequently than monthly. INCOG will not make partial payments on incomplete or inaccurate invoices.

SECTION 4 – PERIOD OF PERFORMANCE

The period of performance for this project begins on December 8, 2025 and continues through June 30, 2026. The period of performance may be extended for a period not to exceed twelve (12) months upon written request from City with an explanation as to why extension is necessary. INCOG may at its sole discretion determine whether to extend the period of performance. In no event shall the period of performance be extended beyond that of the period of performance in the agreement between ODOT and INCOG as described in Exhibit B.

SECTION 5 – AMENDMENTS OR MODIFICATIONS

No changes, revisions, amendments, or alterations in the manner, scope, type of work, period of performance, compensation to be paid by INCOG shall be effective unless reduced to writing and executed by INCOG. Any increase in CMAQ funding must be approved by the INCOG Board of Directors.

SECTION 6 - GENERAL TERMS AND CONDITIONS

Federal laws and Regulations: Because federal funds are being used for this project, specific federal laws and regulations must be followed. This includes, but is not limited to, the following:

- The Buy America Act is codified at 41 USC Chapter 83 and applies to all purchases of goods valued over \$10,000.
- The Davis Bacon Act is codified at 23 USC 113 and applies to all construction contracts valued at over \$2,000.
- The National Environmental Policy Act (NEPA) applies to all federally funded projects.

Records: City shall maintain appropriate project records and accounting records under this AGREEMENT and records as required by federal and state laws and regulations.

Audit and Inspections: At any time during normal business hours and as often as INCOG, the Comptroller General of the United States, Secretary of the United States DOT (USDOT), Secretary of the Oklahoma Department of Transportation (ODOT) or their authorized representatives, agents, grantors or assigns designate, the City shall make available all of its records, including but not limited to all contracts, invoices materials, payroll records, personnel records or other material which they may consider pertinent to the execution of this Agreement. The City shall permit inspections of any vehicles purchased or equipment installed as part of this project.

Severability: If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

Termination or Suspension: This Agreement may be terminated or suspended in whole or in part at any time by written agreement signed by both parties. This Agreement may be terminated or suspended by INCOG, in whole or in part for cause after notice and an opportunity for the City to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to: the City fails to comply with the provisions of this Agreement or with any applicable laws, regulations, guidelines or procedures or is unduly dilatory in executing its commitments under this Agreement; or in INCOG's sole judgment, the Agreement purpose has not been or will not be fulfilled or would be illegal to carry out. In the event of termination or suspension, the City shall be entitled to payment for otherwise valid and allowable costs incurred in good faith prior to notice of termination or suspension. The City shall make all necessary efforts to mitigate the damages caused by the termination or suspension.

Prior Understanding: This AGREEMENT incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

Dispute Resolution: All disagreements arising from this agreement will first be resolved through direct negotiations between the parties. Should negotiations fail, parties agree that the Tulsa County Courts have jurisdiction.

Repayment of CMAQ funds: Should the project not be completed or should following an audit it be determined that CMAQ funds were not spent in accordance with federal laws and regulations, City agrees to repay CMAQ funds as required by INCOG, ODOT or USDOT within thirty (30) days of written request for repayment.

The agreement between INCOG and ODOT which is providing CMAQ funds for this project is attached to and part of this agreement as Exhibit A.

SECTION 7 – NOTICES

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by either party to the other pursuant to the AGREEMENT shall be in writing and shall be deemed to have been properly given or sent to:

INCOG Attn: Braden Cale
Transportation Planning Division
Two West Second Street, Suite 800
Tulsa, OK 74103-3116

City Attn: _____

Parties agree to provide written notice to each other should these individuals change.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the respective dates herein below reflected to be effective on the date executed by the INCOG Executive Director.

Indian Nations Council of Governments

Rich Brierre, Executive Director

Date: _____

City of Broken Arrow

NAME & TITLE OF AUTHORIZED OFFICIAL

Date: _____

Signature of Chief Elected Official (SEAL)

Attest:

Subscribed and sworn to before me _____, 2026

City Clerk Signature

Approved as to Form:

D. Graham Parker

Assistant City Attorney