

Agreement Cover Sheet

INCOG PROJECT NUMBER: 112415

CFDA NUMBER: 20.205

TIME OF PERFORMANCE: Date of contract execution through December 1, 2017

AGREEMENT AMOUNT: \$32,000

FUNDING SOURCE: Congestion Mitigation and Air Quality Funds (CMAQ)

**Parties:**

Indian Nations Council of Governments  
2 W 2<sup>nd</sup> St, Ste 800  
Tulsa, OK 74103

**Contacts:**

***Program Coordinator:***

Adriane Jaynes  
Energy Programs Coordinator  
(918) 579-9494  
ajaynes@incog.org

Daniel Jeffries  
Energy Programs Specialist  
(918) 579-9434  
djeffries@incog.org

**PERFORMING PARTY**

City of Broken Arrow  
Fire Department  
220 S First Street  
City of Broken Arrow, OK 74013

Tom Hendrix

**Agreement between INCOG & City of Broken Arrow**

This Agreement is entered into by and between the Indian Nations Council of Governments (INCOG) and City of Broken Arrow (Grantee).

In consideration of mutual promises herein contained, INCOG and Grantee agree and contract as follows:

**Grantee Duties**

Grantee agrees to purchase and instal, on or before December 1, 2017 idle reduction equipment for one ambulance, for which INCOG will reimburse the City a maximum of \$32,000 as set forth below. The City agrees to provide a match of \$8,000, or 20% of the total project cost. The total amount of this project including the match is anticipated to be \$40,000.

Grantee agrees to utilize the purchased equipment in its operations; evaluate the use of idle reduction in its fleet, using criteria and records developed by Grantee; and to report its evaluation to INCOG annually beginning six months after the date of this agreement and continuing yearly thereafter for three years.

Grantee agrees to maintain odometer readings, fuel consumption records, maintenance records, and written documentation of all other costs associated with the vehicle. These records will be forwarded to INCOG annually, beginning six months after the date of vehicle purchase, and continuing each year thereafter for the next three years.

Grantee agrees to bear all expenses related to the use and maintenance of the vehicle, including but not limited to repairs, license tag, and fuel.

For projects involving vehicle purchase(s), Grantee agrees to remove or scrap vehicles from its fleet and supply proof of removal from fleet and/or scrappage of vehicle(s). The number of scrapped or removed vehicles must be at least equivalent to the number acquired using CMAQ funds.

For projects involving a vehicle conversion, re-power, or upfit, the EPA emissions certification for each conversion, upfit, and/or engine repower, the project must comply with all state and federal laws and Grantee agrees to provide a copy of the EPA emissions certification for each conversion, upfit, and/or engine repower completed with these funds.

In addition, Grantee agrees to visibly mark the vehicle in such a way that promotes alternative fuels and the Tulsa Area Clean Cities Program, and provide photos showing the method of marking the project.

**Invoicing & Payment**

Grantee will provide INCOG proof of the purchase, including the bill of sale and manufacturer's invoice. Grantee will comply with invoicing procedures in Attachment A or B,

which are attached and incorporated by reference, which outlines the procedures to receive payment(s) under this contract.

Such requests shall include sufficient documentation to support reimbursement of the expenditure such as invoices, receipts, purchase orders, titles, EPA certificate of conformance, photos documenting vehicle scrapage or removal, and sinage. INCOG staff will review the reimbursement request for compliance with the grant's scope, terms, and conditions. If questions arise regarding some portion of the reimbursement request, INCOG staff will contact the Contractor for additional documentation.

INCOG reserves the right to reject invoices not in compliance with its rules or format. INCOG shall remit payment within 60 days of the receipt of an approved invoice, or upon receipt of monies from ODOT.

Payment shall be made to Contractor upon the receipt of an invoice. Contractor shall maintain records and accounts that properly document the basis for receipts and disbursements of all funds under this contract. All such records shall be available to INCOG upon reasonable notice.

Within 60 days the receipt of the completed and approved reimbursement request with appropriate documentation, or upon receipt of reimbursement from Oklahoma Department of Transportation, INCOG agrees to reimburse grantee an amount not to exceed \$32000, for the Installation of idle reduction equipment on one ambulance.

#### **Department of Transportation Requirements**

Grantee agrees to comply with all procurement procedures required by state and local laws and regulations, and all procurements must conform to applicable Federal procurement laws and Code of Federal Regulation No. 49, Part 18, Subpart C, No. 1836.

Grantee agrees that as a condition of receiving any federal financial assistance from the Department of Transportation, it will comply with the National Environmental Protection Act, Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

#### **Availability of Funds**

These funds are made available to INCOG through the Congestion Mitigation and Air Quality Program (CMAQ), administered by the Oklahoma Department of Transportation (ODOT). INCOG will pay Grantee only from monies made available to INCOG from ODOT.

These funds will be available only for a limited time period, beginning the effective date of this agreement and ending December 1, 2017. If Grantee is unable to comply with the duties

listed above by December 1, 2017, INCOG may choose to unilaterally modify this contract to extend the deadline, or funds may no longer be available for this project.

**Effective Period of Agreement**

This agreement will become effective as the date of execution by all parties and will expire on December 1, 2017. If Grantee is unable to comply with the duties listed above by December 1, 2017, INCOG may choose to unilaterally issue a modification of this contract to extend the deadline, or funds may no longer be available for this project.

Reimbursement requests must be submitted no later than 15 days of the ending date of this agreement, which is December 1, 2017, unless a contract extension is approved by INCOG.

**Auditing, Disallowed Costs**

Grantee shall maintain records and accounts that properly document the basis for receipts and disbursements of all funds under this contract. All such records shall be made available to INCOG upon reasonable notice to Grantee.

INCOG reserves the right to request and audit of contract funds. If an audit is required, Grantee shall cooperate fully with an auditor of INCOG's choice, including the State Auditor and Inspector.

**Americans with Disabilities Act Compliance**

Contractor shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of Contractor. Under no circumstances will Contractor conduct any activity, which it deems to not be in compliance with the ADA.

**Notice Regarding the Purchase of American-Made Equipment and Products-Sense of Congress**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

**Indemnification**

To the extent allowable by law, the Contractor shall save and hold harmless INCOG, its agents, officers and employees from any and all claims, losses suits, damages, judgments, expenses, costs, including attorney fees, and charges of every kind and nature, both legal and otherwise, whether direct or indirect, by reason of injuries or loss suffered by any person or damages to property caused by the Contractor in the performance of this Agreement.

**Agreement Between INCOG and City of Broken Arrow | 2016**

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This contract sets forth the entire understanding of the parties and shall be interpreted and construed under the laws of the State of Oklahoma. It shall become effective as the first date on which all parties have signed it.

Agreed to this \_\_\_\_\_ Day of \_\_\_\_\_, 2016

Contract End Date: December 1, 2017

X

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Indian Nations Council of Governments  
Chair of the Board

X

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Recipient  
Mayor

**Attachment A: Vehicle Purchase Reimbursement Form**

Please email the reimbursement request to [ajaynes@incog.org](mailto:ajaynes@incog.org) with the subject line “grantee name” CMAQ Reimbursement.

Grantee Name is seeking \$dollar amount in reimbursement for the purchase of Items Purchased. Per our Agreement with INCOG the Grantee Name paid \$dollar amount and provided a match of percent% or \$ dollar amount.

The following vehicle(s) was/were purchased: (fill in all that apply)

Make:	Model or series:
Year:	Color:
VIN #:	Style:
Odometer reading:	Title #:

In order to receive reimbursement from INCOG the following should be provided with this reimbursement request:

- Copy of Bill of Sale
- Copy of Check Issued
- Copy of Title for Vehicle (if applicable)
- Copy of the EPA emissions certification for each conversion, upfit, and/or engine repower (if applicable)
- Proof of removal from fleet and/or scrappage of vehicle(s), as applicable.
- Digital photo file(s) of the project displaying required labeling and signage promoting alternative fuels or clean fuel vehicle technology, and clean air.

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant.

<b>Date signed:</b>
<b>Name:</b> <b>Signature:</b> <div style="border: 1px solid black; height: 30px; width: 100%; margin-top: 5px;"></div>
<b>Name and address for check remittance:</b>

**Attachment B: Equipment Purchase Reimbursement Form**

Please email reimbursement request to [ajaynes@incog.org](mailto:ajaynes@incog.org) with the subject line “grantee name” CMAQ reimbursement.

**Reimbursement for Congestion Mitigation Air Quality (CMAQ) Funds**

Grantee Name is seeking \$dollar amount in reimbursement for the purchase of Items Purchased. Per our Agreement with INCOG the Grantee Name paid \$dollar amount and provided a match of percent% or \$ dollar amount.

The following equipment was purchased: (fill in all that apply)

Manufacturer:	Model or series:
Year:	Title #:
Serial #:	
Brief description of equipment:	

In order to receive reimbursement from INCOG the following will be provided with this reimbursement request:

- Copy of Vendor’s Invoice
- Copy of Check Issued and Paid
- Copy of Bill of Sale or Purchase Order
- Copy of the EPA emissions certification for each conversion, upfit, and/or engine repower (if applicable)
- Photo(s) of the project displaying required labeling and signage promoting alternative fuels or clean fuel vehicle technology, and clean air.

<b>Date signed:</b>
<b>Name:</b> <b>Signature:</b> <div style="border: 1px solid black; height: 30px; width: 400px; margin-top: 5px;"></div>
<b>Name and address for check remittance:</b>