

REAP CONTRACTS

PART I – CONTRACT SUMMARY

Contract Title: Rural Economic Action Plan (REAP) Funds
Contract Number: 2025 REAP GRANT Oklahoma_2025_4
Contracting Agency: Association of Central Oklahoma Governments (ACOG)
Grant Recipient: City of Spencer Sidewalk Project Phase 1
7321 NE 23rd St
Oklahoma City, OK 73141

Description of Project(s): Demolition of sections of old sidewalk, removal of vegetation and topsoil, grading and compacting the base, building concrete forms and pouring 4908 feet of new 5 ft wide sidewalk with ADA ramps.

FUNDS

Amount: \$ \$313,311.00
Source: Senate Bill 1040, 58th Oklahoma Legislature (2022)

SUBMIT REQUISITIONS TO:

Association of Central Oklahoma Governments
Attn: Sharon Astrin, Community & Economic Development Manager
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105

ISSUE PAYMENT TO:

City of Spencer Sidewalk Project Phase 1
Attn: Dan Spaeth
7321 NE 23rd St
Oklahoma City, OK 73141

AGREEMENT COMPONENTS:

Part I - Summary
Part II - Terms and Conditions
Part II – Signatures – Execution of Contract

PART II – TERMS AND CONDITIONS

1. TERM OF CONTRACT

This Agreement shall become effective on the date signed by ACOG and shall remain in effect for a period of one year unless extended in accordance with the provisions in this contract.

2. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Association of Central Oklahoma Governments (ACOG) by the State of Oklahoma for the REAP Program. Notwithstanding any other provisions, payments to the Recipient by ACOG are subject to the availability of such funds, as determined by State action and/or law. ACOG may take any action necessary in accordance with such determination.

3. MODIFICATION (AMENDMENT)

- a. This contract is subject to such modification as may be required by State law or regulations. Any such modification may be done unilaterally by ACOG.
- b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of both parties.
- c. Revisions to the contract must be approved in writing in advance by ACOG.
- d. A waiver by ACOG of any provision of this contract must be in writing and signed by the Executive Director of ACOG or his designee.

4. FUNDING

ACOG will provide funding for the project up to the total contract amount and in accordance with Section 2 of this contract.

5. RECIPIENT

- a. The Recipient 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. The Recipient agrees to perform those duties, obligations, and representations contained in this contract and all amendments thereto submitted to and accepted by ACOG, and to be bound by the provisions of all -subcontracts said recipient's grant application Oklahoma_2025_4 being incorporated herein and made a part hereof by reference.
- b. All of the work and services required shall be performed by the Recipient, or be performed under the Recipient's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- c. None of the work and services covered by this contract may be subcontracted without prior written approval of ACOG.
- d. In no event will this contract or any subcontract incur obligation on the part of ACOG beyond that stated in Section 3, above.

6. EMPLOYEE BENEFITS

The Recipient shall have full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and Federal income tax, and any

other deductions required by law for their employees.

7. CERTIFICATIONS BY RECIPIENT

- a. The Recipient 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 Recipient recognizes that it is responsible for assuring financial and programmatic compliance by its subcontractors.
- b. The Recipient specifically certifies and assures that:
 - It will adhere to State and Federal regulations pertaining to non-discrimination and the Americans with Disabilities Act.
 - It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.
- c. The Recipient certifies that it is in compliance with the provisions of 25 O.S. §1313.
- d. The Recipient specifically certifies that the nature, extent, and scope of the project to be funded is one and the same project as described in part one of this contract and as described in the recipient's grant application for project funds. The said recipient's grant application Oklahoma_2025_4 due date 02/27/2026, being incorporated herein and made a part hereof by reference.

8. HOLD HARMLESS CLAUSE

The Recipient shall, within limitations placed on such entities by State law, save harmless ACOG, its 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 Recipient or any subcontractor. The Recipient shall, within limitations placed on such entities by State law, save harmless ACOG, its agents, officers, and 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 Recipient, the Recipient will specify that such subcontractors or agents shall hold harmless ACOG, its agents, officers, and employees for all the hereinbefore-described expenses, claims, actions, or amounts recovered.

9. 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; nor shall any portion of the contract funds be used to further the adoption or defeat of any bond, proposal, or issue brought to a vote of the people.
- b. No portion of the contract funds may be used for lobbying activities.

10. PAYMENTS TO COMPANIES

- a. No contract funds may be paid to any corporation, limited liability company, partnership, sole proprietor, or other private entity except for services provided pursuant to a contract or as otherwise provided by Recipient's procurement policies.
- b. No contract funds may be loaned to any corporation, limited liability company, partnership, proprietor, or other legal entity.

11. NO-CONFLICT COVENANT

The Recipient covenants that no members or employees of any governing board of the Recipient or subcontractor have any personal or financial interest in this contract, direct or indirect, and that none shall acquire any such interest that would conflict with the full and complete execution of this contract. The Recipient further covenants that in the performance of this contract no person having any such interest will be employed by the Recipient or subcontractor as set forth in the Non-Collusion Affidavit attached hereto as "Exhibit A" and made a part hereof by reference.

12. PUBLICATIONS AND OTHER MATERIALS

- a. No material produced in whole or in part under this contract shall be subject to
- b. copyright in the United States or any other country. ACOG shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.
- c. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:
 - This (type of material) was financed in whole or in part by funds from the State of Oklahoma as administered by the Oklahoma Department of Commerce.

13. COMPENSATION TO RECIPIENT

- a. Funds made available pursuant to 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 by ACOG. No contract funds shall be used for expenses incurred either prior to or after the time period specified in this Contract. Contract funds shall not be used for any purpose other than those approved and agreed to by ACOG.
- b. The funds provided under this contract shall not be used to pay any administrative/planning expenses of the entity requesting the funds or any subcontractor, or any expenses of the Recipient or subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. § 2011(C).
- c. ACOG may provide for and make progressive payments to Recipient of the amount due Recipient's contractors and/or suppliers. ACOG shall require written assurances from Recipient that the work claimed on any such progressive billings has been performed or the materials received, prior to paying Recipient's progressive and final billing. ACOG may provide for and make advance payments of grant funds to Recipients of amounts due Recipients' contractors and/or suppliers, as ACOG deems necessary and appropriate, subject to availability of funds from the State.

14. TRAVEL AND PER DIEM

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

15. 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.

16. RECORDS, REPORTS, DOCUMENTATION

- a. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly document and account for all project funds. Some specific types and forms of records may be required by ACOG.
- b. The Recipient shall furnish ACOG with narrative reports and financial reports related to this contract in the forms and at such times as may be required by ACOG.
- c. The Recipient 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 Recipient shall, as ACOG deems necessary, permit authorized representatives of ACOG and the State of Oklahoma to have full access to and the right to fully examine all such materials.

- d. The Recipient has not paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

17. CLOSING OUT OF PERIOD FUNDED

- a. The Recipient shall promptly return to ACOG and the Rural Economic Action Plan fund any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.
- b. The Recipient shall submit closeout documents no later than thirty (30) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- c. When actual expenditures total less than the contract amount, the contract shall automatically be deobligated to actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to ACOG and the Rural Economic Action Plan fund.

18. INTERPRETATION, REMEDIES

- a. In the event the parties fail to agree on changes or interpretations of this contract, the decision of ACOG shall prevail.
- b. In the event of any disagreement between the Recipient and ACOG relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of ACOG shall prevail.
- c. Neither forbearance nor payment by ACOG shall be construed to constitute waiver of any remedies for any default or breach by the Recipient or subcontractor that exists or occurs later.
- d. This Agreement shall be construed in accordance with the Constitution and laws of the State of Oklahoma. Venue for any action to construe or have enforced any provision of this Agreement shall be in the District Court of Oklahoma County, State of Oklahoma.

19. TERMINATION OR SUSPENSION, LIQUIDATED DAMAGES

- 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 ACOG, in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
 - Recipient 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.
 - Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - Recipient has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, the Recipient 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 Recipient shall reduce to the minimum possible all obligations, prepaid expenses, and other costs.

- d. The Recipient shall not be relieved of liability to ACOG for damages sustained by ACOG by virtue of any breach of this contract by Recipient or subcontractor. ACOG may withhold payments due under this contract pending resolution of the damages.
- e. Recipient shall have one (1) year from beginning day of the term of this contract to complete the project. The Executive Director of ACOG may, as he deems appropriate, grant Recipient a ninety (90) day extension after the end of said one (1) year period to complete the project. The ACOG Board may, as it deems appropriate, grant Recipient an additional ninety (90) day extension to complete the project.

20. AUDITS

- a. ACOG may obtain and review audits of the Recipients to fulfill its responsibility to ensure that all projects funded through ACOG comply with the provisions of this agreement. Such an audit of the project may be performed coincidental to any required annual financial audit of the Recipient.
- b. In the alternative, ACOG may collect documentation on all the projects it funds and have that documentation audited to insure that those projects have been performed in compliance with the provisions of this contract. Such an audit of those projects may be performed in conjunction with any required annual financial audit of ACOG.

21. ENTIRE AGREEMENT

This contract constitutes the entire agreement between ACOG and the Recipient and 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.

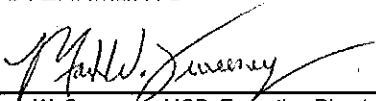
22. SEVERABILITY CLAUSE

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.

PART III – SIGNATURES – EXECUTION OF CONTRACT

RECIPIENT – City of Spencer Sidewalk Project Phase 1 ASSOCIATION OF CENTRAL OKLAHOMA
GOVERNMENTS

Signature of Authorized Official



Mark W. Sweeney, AICP, Executive Director

Name Joe Blough
Joe Blough

Date

01/28/2025

Date