

**Agreement between INCOG &  
Tulsa County  
(Board of County Commissioners)**

This Agreement is entered into by and between the Indian Nations Council of Governments (INCOG) and Tulsa County, on behalf of its Board of County Commissioners.

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

**Tulsa County Duties**

Tulsa County agrees to purchase from a dealer of its choice, on or before September 30, 2015:

- Chevy 3500 Bi Fuel for use by the Sheriff's Office;
- Ford F250 Bi Fuel for use by the Engineering Department;
- Ford F250 Bi Fuel for use by the Parks Department;
- Ford Fusion Hybrid for use in the motor pool;

for which INCOG will reimburse The County a maximum of \$49,478 as set out below. The County agrees to provide a match of \$80,985.60. The total amount of this project including the match is anticipated to be \$134,976. These vehicles shall be used by Tulsa County and will be hybrid or run on CNG.

Tulsa County agrees to evaluate the use of alternative fuel vehicles in its fleet, using criteria and records developed by the Tulsa County, and to report its evaluation to INCOG annually beginning six months after the date of this agreement and continuing yearly thereafter for three years.

Tulsa County 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.

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

In addition, Tulsa County agrees to visibly mark the vehicle in such a way that promotes alternative fuels and the Tulsa Area Clean Cities Program. Tulsa County agrees to use the Tulsa Area Clean Cities sticker and attach it to the vehicle in an appropriate manner.

Within 30 days of the purchase of the vehicle, Tulsa County will provide INCOG proof of the purchase, including the bill of sale and manufacturer's invoice. The County will comply

with procedures in Attachment A, which is attached and incorporated by reference which outlines the procedures to receive payment(s) under this contract.

## **Department of Transportation Requirements**

Tulsa County 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.

Tulsa County agrees that as a condition of receiving any federal financial assistance from the Department of Transportation, it will comply with 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".

## **INCOG Duties**

Within 60 days from the receipt of the completed reimbursement request with appropriate documentation, INCOG agrees to reimburse Tulsa County for an amount not to exceed \$49,478, for the purchase of:

- Chevy 3500 Bi Fuel for use by the Sheriff's Office;
- Ford F250 Bi Fuel for use by the Engineering Department;
- Ford F250 Bi Fuel for use by the Parks Department;
- Ford Fusion Hybrid for use in the motor pool;

## **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 Tulsa County only from monies made available to INCOG from the ODOT.

These funds will be available only for a limited time period, beginning the effective date of this agreement and ending September 30, 2015. If Tulsa County is unable to comply with the duties listed above by September 30, 2015, INCOG may choose to unilaterally modify this contract to extend the deadline, or funds will 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 September 30, 2015. If Tulsa County is unable to comply with the duties listed above by September 30, 2015, INCOG may choose to unilaterally issue a modification of this contract to extend the deadline, or funds will no longer be available for this project.

Reimbursement requests must be submitted on or before the ending date of this agreement, which is September 30, 2015, unless a contract extension is approved by INCOG.

**Auditing, Disallowed Costs**

Tulsa County 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 the Tulsa County.

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

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 \_\_\_\_\_, 2014

**INDIAN NATIONS COUNCIL OF GOVERNMENTS**

**TULSA COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Contract Start Date: \_\_\_\_\_ Contract End Date: **September 30, 2015**

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

\_\_\_\_\_ (grantee) is seeking reimbursement for the purchase of \_\_\_\_\_ (items purchased) for the amount of \$ \_\_\_\_\_ (reimbursement amount).

Per our Agreement with INCOG \_\_\_\_\_ (grantee) paid \$ \_\_\_\_\_ (full purchase price) and provided a match of \_\_\_\_\_ %, or \$ \_\_\_\_\_ (dollar amount of match).

The following vehicle was 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 will be provided with this reimbursement request:

- Copy of Bill of Sale
- Copy of Check Issued
- Copy of Title for Vehicle (if applicable)

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>Name (please print):</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Name and address for check remittance:</b>	

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

INCOG  
CMAQ Reimbursement  
C/O Adriane Jaynes  
2 West 2<sup>nd</sup> Street, Suite 800  
Tulsa, OK 74103

(Attach this sheet to each reimbursement request)