ASSOCIATION OF SOUTH-CENTRAL OKLAHOMA GOVERNMENTS

RURAL ECONOMIC ACTION PLAN (REAP) GRANT

Policies and Procedures

ASCOG is a Trust Authority comprised of local governments voluntarily joining together to work on common interests for the greater economy of each entity and the benefit of all. The membership is made up of Caddo, Comanche, Cotton, Grady, Jefferson, McClain, Stephens, and Tillman Counties, 72 cities and towns, and ten Conservation Districts in the eight-county area.

The ASCOG region contains over 308,576 residents and covers an area of approximately 6,999 square miles.

ELIGIBLE APPLICANTS

A. Only County Commissioners and Mayors may submit REAP applications. Applications from County Commissioners cannot be for the sole benefit of any incorporated area eligible to submit their own application.

B. County Commissioners may apply on behalf of entities within their district that lack the legal status to do so, such as fire districts conservation districts rural water districts etc. In such applications, the County Commissioner remains the applicant and is responsible for all grant activities. When a County Commissioner applies on behalf of an entity, the County Commissioner is precluded from submitting an additional application on behalf of the commissioner's district. A County Commissioner may not apply for any incorporated area unless the application is a Regional Application that includes the incorporated area. For example, a County Commissioner cannot apply for the town of "Anywhere" if the town is eligible to apply on its own unless the application is for a project that benefits citizens in the Commissioner's unincorporated area and citizens within the town where "Anywhere" is a co-applicant. Each eligible community and county commissioner district are limited to one applications.

ELIGIBLE PROJECTS

At least 80% of REAP funds must be spent on projects appearing in the first six (6) categories (1-6) listed below. Funding may be awarded to projects in the last four (4) categories (7-10) for 0%-20% of the remaining allocation. Projects that will not be funded through the REAP program include but are not limited to:

1. Rural water quality projects, including acquisition, treatment, distribution, and recovery of water for consumption by humans, animals, or both, including but not limited to the following projects for planning, engineering, design, installation, construction, rehabilitation, reconstruction, operation, or maintenance of water systems:
    a. Land acquisition for water projects.
    b. Costs for planning, engineering, and designing water projects.
    c. Costs for hydraulic testing and analysis.
    d. Wells, test wells, well houses, blending stations, chlorine booster stations, water towers, standpipes, water storage tanks, pump houses, water treatment plants, security fencing and other water related structures.
    e. Waterlines, pumps, pressure booster pumps, transfer pumps, motors, valves, shut off valves, fire hydrants, water meters, master meters, emergency generators, metal detectors to locate pipes, filters filter media, water chlorinator, telemetry monitoring system with alarms or other water related equipment or parts.
    f. Backhoes, trenchers, or other water related vehicles are required to install or maintain water systems.
    g. Equipment for conservation district projects through eligible sponsors.

2. Rural solid waste disposal, treatment or similar projects including but not limited to the following projects for planning, engineering, design, installation, construction, rehabilitation, reconstruction, operation, or maintenance of solid waste systems:
    a. Land acquisition for solid waste projects.

   b. Costs for planning, engineering, and designing solid waste projects.
   c. Collection facilities, landfills, transfer stations and other solid waste related structures.
   d. Packer trucks and other solid waste related vehicles.
   e. Dumpsters, poly carts and other solid waste related equipment.

3. Rural sanitary sewer construction or improvement projects including but not limited to the following projects for planning, engineering, design, installation, construction, rehabilitation, reconstruction, operation, or maintenance of sanitary sewer systems:
   a. Land acquisition for sanitary sewer projects.
   b. Costs for planning, engineering, and designing sanitary sewer systems.
   c. Sanitary sewer evaluation survey (SSES) must include, at a minimum, smoke testing, in-line camera inspection and manhole evaluations. Additionally, it can include flow monitoring and other sanitary sewer related testing, but these are not necessary to meet this requirement.
   d. Lagoons, transfer stations, treatment facilities and other sanitary sewer-related structures.
   e. Sewer lines, force mains, interceptor lines, lift stations, pumps, irrigation systems, rip rap, emergency generators, pipe locators, high pressure hoses, debris screens, clarifier and trickling filters, diffused aeration system, bentonite for lagoons, grinder pumps, grinders, aerators, lagoon liners and other sanitary sewer related equipment or parts.
   f. Sewer rodding machines, high pressure sewer jet, trenchers, backhoe, or other sanitary sewer related vehicles.

4. Rural road or street construction or improvement projects including but not limited to the following projects for planning, engineering, design, installation, construction, rehabilitation, reconstruction or resurfacing roads, streets, bridges and sidewalks and equipment to operate and maintain such facilities:
   a. Costs for planning, engineering, and designing roads, streets, bridges, and ADA compliant sidewalks.
   b. Concrete, asphalt, chip and seal and other road and street related material.
   c. County maintenance shops and other road and street related structures.
   d. Road easement purchases.
   e. Sidewalks with ADA compliant crosswalks, curb and guttering, pavement markings, drainage improvements, parking lots and other similar projects.
   f. Traffic signals and signs, street signs, school crossing signals and signs, streetlights, culverts and other road and street related equipment.
   g. Dump trucks, laydown machines, graders, dozers, loaders and other road and street related vehicles.

5. Provision of rural fire protection services and public safety services including but not limited to the following projects for buildings, vehicles, equipment for fire protection, law enforcement, emergency management and 9-1-1 or E 9-1-1 services:
   a. Land acquisition for fire stations, police stations, emergency shelters, animal shelters or other fire protection or public safety services related projects
   b. Costs for planning, engineering, and designing fire stations, police stations, storm shelters, animal shelters or other fire protection or public safety services related projects.
   c. Costs for construction, expansion, rehabilitation, refurbishment or other building expenses for fire stations, police stations, emergency shelters, animal shelters or other fire protection or public safety services related projects

   d. Storm siren and tower, emergency radios, emergency portable radios, emergency pagers, emergency generators, automatic electronic defibrillator (AED), rescue tools, compressor system, jaws of life, air tanks and other fire protection or public safety services related equipment.
   e. Pumpers, trucks, tanker trucks, tanker tenders, grass rigs, brush trucks, wildland fire trucks, skid steers (only for county commissioner applications for fire prevention and flood control) and other fire protection services related vehicles.
   f. Sirens, lightbars, ladders, hose, fire swatters, nozzles, ventilation fans, skid units, water tanks, pond drop buckets, rescue saws, jaws of life and other fire services equipment for fire protection related vehicles.
   g. Self-contained breathing apparatus (SCBAs), cascade SCBA refilling station, personal alert safety system (PASS) devices, PPE extractors, bunker gear, or other personal protection equipment for fire protection services personnel.
   h. Police cars, animal control trucks, lake patrol rescue boats and other related public safety services related vehicles.
   i. Sirens, lightbars, prisoner transport partitions, radars, in-car video cameras, animal control transport boxes, shotgun racks, spotlights, and other public safety services vehicle equipment.
   j. Costs for planning, engineering, and designing 911 call centers, dispatch centers and telecommunication facilities or systems related to public safety.
   k. Costs for installing, constructing, reconstructing, or otherwise improving 911 call centers, dispatch centers and telecommunication facilities or equipment related to public safety.
   l. Interoperable emergency communication radio system, 911 addressing, call center radio equipment, call center computers required for dispatching (no office computers), call center computer aided dispatch (CAD) software, 911 wiring or cables, emergency generator, repeaters and other 911 related equipment related to public safety.

6. Expenditures designed to increase the employment level within the jurisdiction of the entity including but not limited to the following provided there is a nexus to increased employment levels:
   a. Land acquisition for business or economic development.
   b. Costs for planning, engineering, and designing buildings or industrial parks for business and economic development.
   c. Costs for construction, expansion, rehabilitation, refurbishment, hazard mitigation or other building expenses for business and economic development
   d. Feasibility or market studies and plans.
   e. Costs for installing, constructing, reconstructing, or otherwise improving water, sanitary sewer, rail spur and roads and streets to or within an industrial park.
   f. Costs for installing, constructing, reconstructing, or otherwise improving water, sanitary sewer, rail spur and roads and streets to or within an industrial park

7. Provision of health care services, including emergency medical care, in rural areas including but not limited to:
   a. Land acquisition for hospitals, emergency care centers and other health care and emergency medical care related projects.
   b. Costs for planning, engineering, and designing hospital, helo-pads, health care facilities or emergency care facilities.

   c. Costs for construction, expansion, rehabilitation, refurbishment or other building expenses for health care services and emergency care facilities.
   d. Equipment for telemedicine and other health and medical programs.
   e. Ambulances and other emergency medical care vehicles.
   f. Automatic electronic defibrillator (AED), transport ventilator, gurney and other non- consumable equipment for outfitting ambulances and other emergency medical care vehicles.

8. Construction or improvement of telecommunication facilities or systems, including but not limited to:
   a. Costs for planning, engineering, and designing non-public safety dispatch centers and telecommunication facilities or systems.
   b. Costs for installing, constructing, reconstructing, or otherwise improving non--public safety dispatch centers and telecommunication facilities or equipment.
   c. Wireless equipment and devices, broadband equipment and devices, optic fiber, and other telecommunication related equipment
   d. Telephone systems including system equipment.

9. Improvement of municipal energy distribution systems including but not limited to:
   a. Costs for planning, engineering, and designing municipal system distribution structures and systems.
   b. Costs for installing, constructing, reconstructing, or otherwise improving electric substations and other municipal energy distribution structures and systems.
   c. Poles, wire, switches, voltage regulators, conductors, transformers, natural gas lines, gas meters and other municipal energy distribution system equipment
   d. Aerial bucket trucks and other municipal energy distribution system vehicles

10. Community buildings, courthouses, town halls, senior nutrition centers, meeting rooms or similar public facilities including but not limited to:
   a. Costs for planning, engineering, and designing public buildings and facilities.
   b. Costs for constructing, reconstructing, rehabilitating, hazard mitigation or otherwise improving public buildings and facilities.
   c. Sound systems, heat/air condition units, electrical system upgrades, security cameras, security fencing, elevator, ceiling fans, kitchen equipment (senior nutrition centers and community centers only) and other furniture, fixtures and equipment for public buildings and facilities.
   d. Lighting, parking lots, sidewalks, septic systems, fire sprinkler system, alarm systems, emergency generator, parking blocks, security fencing and other related public building and facilities related projects.

INELIGIBLE PROJECTS

Projects that will not be funded through the REAP program include but are not limited to:

1. Courthouse projects, other county-wide projects for counties with a population of 7,000 or greater, county maintenance barns, or other district-wide projects for county commissioner districts with a population of 7,000 or greater.

2. Parks, veterans memorials, park equipment, or fairgrounds projects (except community centers and similar public facilities located within fairgrounds, which are eligible), including building demolition as part of a park project

3. Capital Improvement Plans (CIP), Comprehensive (Land Use) Plans, and Codes of Ordinances

4. Demolition of dilapidated buildings, including projects that leave the site as vacant.

5. Staff costs, including independent grant writer fees, grant administration fees, and specifications and contract writing fees

6. Consumable goods or supplies, computers (except for computer-aided dispatch applications in 911 call centers), office equipment, mowers and lawn maintenance equipment, and websites

7. Housing projects/programs, including demolition, emergency repair, rehabilitation, and construction

8. Eminent domain issues, including attorney fees, land purchase, surveying, and engineering

Single Category Limitations

Each application must be limited to one project category; for example, an application cannot combine a water project and a sewer project. An exception applies to county commissioners, who may submit a single application benefiting more than one rural fire department.

Project Description and Funding Expenditure Limitations

Expenditure of REAP funds must match the project description exactly. Descriptions must be precise and specific. For example, funds designated for construction of a water tower cannot be used to purchase waterlines. If the project involves waterlines, the description must include, at minimum, the location and size of the waterlines to be replaced. If a previous REAP grant funded waterline replacement, the applicant must clearly identify the location of the prior project and how it differs from the location of the current application.

The engineer's project description and cost estimate must be dated within six (6) months of the application date. All other project types must include a level of detail appropriate to their scope and requirements.

Funds spent prior to July 1, 2026, are not eligible for reimbursement for any project funded for the 2027 REAP application process.

Phased Project Limitations

Application projects that require more than one REAP grant are allowed.

However, such projects must be identified as "phased," and the number of phases (grants) and the total ASCOG-REAP grant assistance required for completion must be specified. Mixing of REAP funding between phases is not allowed. For instance, funds awarded as part of the 2027 REAP could not be used for reimbursement on invoices charged or meant to be paid by the 2026 REAP, even if both REAPs are part of the same phased project. Specific charges and scope of work for the specific phase of the project must be outlined within that year's REAP Project narrative as expansive as possible.

Regional Project Limitations

Any eligible applicant may act as a "host applicant" and apply for large-scale or regional projects on behalf of itself and any number of neighboring entities. A commissioner cannot apply to be a part of a regional project and submit another application on his/her own behalf or on behalf of an entity within his/her district. Cooperative agreements must be signed by all eligible applicants of a regional project.

SUPPORTING DOCUMENTATION

1. Contributing partner and leverage documentation must be submitted using separate forms as designated by the application, and all cash matches for leverage must be spent and documented with ASCOG prior to accessing REAP funds.

2. All applications must include a current 5-year strategic plan formally adopted by the council or commissioners, with meeting minutes submitted as documentation. The plan must include at least one project for each year from 2027 through 2031; additional projects may be listed within the same year.

3. Each question on the application must be completed with supporting documentation submitted alongside the application. Applications missing required documentation for the specific project requested will be considered incomplete and returned without further consideration, unless the missing documentation is provided with a re-submitted application prior to the original due date.

4. Water and sewer projects must include an engineer's estimate and project description from a state-certified engineer, unless the project involves lagoon maintenance, pump replacement, or other operational issues, in which case estimates must be submitted from vendors or service providers.

5. All building projects must include an estimate and project description prepared by a state-licensed professional (e.g., architect, building contractor). REAP funds cannot be used for estimates or project description development unless performed by a licensed architect.

6. All other projects involving equipment, vehicles, or similar items must include documentation from vendors or service providers listing the estimated cost of the items requested. Used fire trucks are exempt from this requirement.

SCORING WORKSHEET

1. Applicant Population
    a. Points decrease with population, starting at 12 points for populations of 1,500 and under, dropping by 1 point for every additional 500 residents, down to 1 point for populations of 6,501–7,000.

2. REAP Amount Requested

   a. Points decrease with the amount requested, starting at 10 points for $75,000 and under, dropping by 1 point for every $10,000 increment, down to 1 point for requests of $155,001–$165,000. Requests over $165,000 receive 0 points.

3. Total REAP Awarded in Last 5 Years
   a. Points decrease with the amount awarded, starting at 10 points for $75,000 and under, dropping by 1 point for every $10,000 increment, down to 1 point for amounts of $155,001–$165,000. Amounts over $165,000 receive 0 points.
      i. If for any reason funds were deobligated from previous REAPs over the last five years, deobligated funding will not be applied to the REAP Funding awarded over the last five years.

4. Number of Project Applicants
   a. 5 points for three or more eligible applicants; 2 points for two eligible applicants; 0 points for one eligible applicant.

5. Unfunded for Same Project
   a. Applicants previously unfunded for the same project receive additional points: 10 points if unfunded in the last 2 years, 15 points if unfunded in the last 3 years.

6. REAP Workshop Attendance
   a. Applicants who attended an ASCOG REAP workshop for that year earn 10 points.

7. Tax Rates (Max 6 Points)
   a. Points decrease with sales tax rate, starting at 4 points for 4.0% or more, dropping by 1 point for every 1% decrement, down to 0 points for less than 1%. An additional 2 points are available for applicants with a use tax.

8. Utility Rate Analysis (Water/Sewer Applications Only)
   a. Points decrease based on how recently the rate analysis or increase occurred, from 3 points (under 1 year) to 0 points (over 5 years).
      i. Applicants under an ODEQ Consent Order receive 5 points; those with a Written Warning receive 2 points.

9. Water and Sewer Rates or Water-Only Rates (Max 10 points):
   a. Points increase with the actual rate charged, starting at 0 points for rates under $50, rising by 1 point for every $3 increment, up to 10 points for rates of $77 or more. Rural Water District customers use RWD rates for the water-only scale.

10. Project Type (Max 8 Points)
   a. Projects addressing vital health and safety needs receive 8 points, common facilities receive 3 points, and aesthetic or enhancement projects receive 0 points.

11. Applicant Leverage

   a. In-Kind (Max 7 Points)
      i. Scored as a percentage of total project cost, with points increasing with the percentage of total project cost covered by in-kind leverage, starting at 0 points for under 10%, rising by 1 point for every 10% increment, up to 7 points for 51% or more. Leverage — Cash (Max 9 Points)
      ii. Scored as a percentage of total project cost, with points increasing with the percentage of total project cost covered by cash leverage, starting at 0 points for under 10%, rising by 1 point for every 5% increment, up to 9 points for 50% or more.

12. Open REAP Project Penalty
    a. Applicants with an open, unclosed REAP project receive a 5-point deduction.

13. Quarterly Reports (Max 6 Points)
    a. Points are awarded based on timely report submission: 2 points for a Q1 report, 4 points for Q1 and Q2 reports, and 6 points for Q1, Q2, and Q3 reports. If the applicant's previous REAP project is closed before the due date of any of the above quarterly reports, 6 points are automatically awarded.

APPLICATION EVALUATION PROCESS

All complete applications are first scored using the grading worksheet outlined above, producing a Merit Score. This score, along with a project summary which includes the project narrative and the applicant's 5-year REAP funding history, is then presented to the ASCOG Executive Committee for further review.

Each Executive Committee member independently reviews the application materials and assigns a Trustee Score based on their own experience, regional knowledge, and assessment of the project's overall merit. This score is not tied to any additional documentation, action, or submission by the applicant, it reflects each trustee's individual judgment of the project's value and impact. Because each trustee scores independently, individual Trustee Scores may vary between members. These Trustee Scores are then averaged to produce a single Committee Score for each respective project.

The Merit Score and the averaged Committee Score are then added together to produce the application's Final Score. Applications are ranked by Final Score, from highest to lowest, and funding is awarded in that order, proceeding down the ranked list until available REAP funds are exhausted. As de-obligated funds or REAP interest funds become available, they will be added to any remaining REAP funds that have not been obligated, and the next application on the priority list will receive full funding.

No partial funding of projects will be awarded.

Should there be a tie in points between two entities vying for the next project to be funded, the applicant with the highest Committee Score will be selected. If both entities are also tied on Committee Score, the applicant that received less REAP funding within the last 5 years will be selected.

EXCESS FUNDS AND EXPEDIENT COMPLETION OF PROJECTS

REAP grants may only be used as described in the project application. If a grantee decides not to undertake or complete a project, or if awarded grant funds exceed actual project expenses upon completion, the grantee must notify ASCOG in writing to de-obligate the remaining balance. De-obligated funds are returned to the program and made available for future REAP contracts.

As stated previously, deobligated funds will be subtracted, where applicable, from the total REAP funding awarded to the applicant within the last 5 years, which may result in additional scoring points for future REAP applications. For example, an applicant who received $100,200 in REAP funding over the last 5 years (worth 4 points in that category) and later de-obligates $15,200 would have their total reduced to $85,000, worth 6 points in that category.

Grant Recipient must diligently pursue completion of the project as quickly as possible. The following schedule must be followed at a minimum. Failure to complete action items for each deadline may result in immediate forfeiture of the grant award. There will always be an occasional reason for an unforeseen delay. In such events, the contractor must report the reason for the delay and the anticipated length of the delay as soon as it is recognized. ASCOG is solely responsible for determining if the delay was due to lack of diligence on the part of the Contractor or if extenuating, mitigating circumstances are the cause of the delay. Remember, delays in spending awarded grant funds reduce the award's value over time due to inflation and rising costs of materials and labor.

GRANT TIMELINE AND QUARTERLY REPORTING

The grant period is 18 months, beginning at contract execution and expiring June 30, 2028. Quarterly reports are required every three months from the contract start date. Once the project is completed, the grant recipient may submit the final closeout paperwork described below, and no further quarterly reports will be required.

1. Within seven (7) calendar days before March 31, 2027, Grant Recipient must:
    a. Obtain all necessary permits and prepare specifications needed to obtain bids, as applicable.
    b. Obtain bids using the appropriate method previously described.
    c. Submit a quarterly report with a brief statement of progress and supporting documentation that the steps above have been completed, or a closeout report with supporting documentation if the project is complete.

2. Within seven (7) calendar days before June 30, 2027, Grant Recipient must:
    a. Award bids and begin construction, or award bids for purchase.
    b. Submit a quarterly report with a brief statement of progress and supporting documentation that the steps above have been completed, or a closeout report with supporting documentation if the project is complete.

3. Within seven (7) calendar days before September 30, 2027, Grant Recipient must:
    a. Continue or complete construction, or notify ASCOG when equipment has been received.
    b. Notify ASCOG when the project reaches 65% completion so a project audit can be initiated, and submit project photos substantiating the level of completion.

    c. Submit a quarterly report with a brief statement of progress and supporting documentation that the steps above have been completed, or a closeout report with supporting documentation if the project is complete.

4. Within seven (7) calendar days before December 31, 2027, Grant Recipient must:
    a. Continue or complete construction, or notify ASCOG when equipment has been received.
    b. Notify ASCOG when the project reaches 65% completion so a project audit can be initiated, and submit project photos substantiating the level of completion.
    c. Submit a quarterly report with a brief statement of progress and supporting documentation that the steps above have been completed, or a closeout report with supporting documentation if the project is complete.

5. Within seven (7) calendar days before March 31, 2028, Grant Recipient must:
    a. Continue or complete construction, or notify ASCOG when equipment has been received.
    b. Notify ASCOG when the project reaches 65% completion so a project audit can be initiated, and submit project photos substantiating the level of completion.
    c. Submit a quarterly report with a brief statement of progress and supporting documentation that the steps above have been completed, or a closeout report with supporting documentation if the project is complete.

6. Within seven (7) calendar days before June 30, 2028, Grant Recipient must:
    a. Submit required closeout paperwork documenting that the project has been completed and final payment has been made to the contractor.
    b. Submit photos of the completed project to ASCOG.
    c. Submit a final quarterly report confirming project closeout, with all supporting documentation.

REAP PURCHASED INVENTORY MONITERING POLICY

Grant recipients purchasing equipment or non-expendable property with a usable life of more than one year must track and report that property using the ASCOG REAP Inventory Tracking form. The form is completed by the recipient's authorized official and submitted to ASCOG, and documents key details for each item, including purchase date, funding source, serial and model numbers, location, and condition. This ensures equipment purchased with REAP funds remains accounted for and properly maintained throughout its usable life.

1. Inventory Requirements:
   Any equipment or non-expendable property with a usable life of more than one year, costing $2,500 or more for all REAP-purchased items, must be maintained on inventory. This requirement applies to items purchased directly by the grant recipient and by all subcontractors.
    a. Grant recipients must maintain an inventory file, using the provided ASCOG inventory template, for all qualifying equipment and non-expendable property. Records must include:
        i. Purchase date
        ii. Source of funding for the purchase
        iii. Description of the equipment
        iv. Manufacturer's serial number

    v. Model or other identification number
    vi. Location of the item
    vii. Original purchase price
    viii. Statement of condition (Excellent, Good, Fair, Poor, Unusable)
    ix. Disposition information (disposal or sale), which must be retained for three (3) years following the date of disposal or sale
  b. A physical inventory of all equipment and non-expendable property purchased with contract funds must be conducted once a year and reconciled with existing equipment records.
  c. Staff responsible for maintaining the inventory must not also conduct the annual physical inventory. A clear separation of duties must be maintained between these roles.
  d. Equipment purchased with contract funds must be kept in working condition. The grant recipient is responsible for any maintenance, repairs, loss, or theft.
  e. The grant recipient must maintain an up-to-date inventory within its contract files at all times.

2. Disposition of Equipment:
   Equipment acquired with REAP contract funds may only be sold, traded in on replacement equipment, or salvaged with written approval from ASCOG.
   a. Equipment with a Fair Market Value (FMV) of less than $5,000 may be disposed of without submitting a disposition request to ASCOG. Records for this equipment must be retained on the Contractor's or Subcontractor's inventory list for two (2) years following final disposition.
   b. Equipment with a Fair Market Value (FMV) of $5,000 or more requires a disposition request to be submitted to ASCOG. ASCOG will then provide specific disposition instructions to the Contractor or Subcontractor. The disposition request must include:
      i. Purchase date
      ii. Source of funding for the purchase
      iii. Description of the equipment
      iv. Manufacturer's serial number
      v. Model or other identification number
      vi. Location of the item
      vii. Original purchase price
      viii. Statement of condition (Excellent, Good, Fair, Poor, Unusable)
      ix. Disposition information (Dispose, Sale, Donate, Date of Loss)
      x. Documentation of the current fair market value of the equipment or insurance compensation

REQUEST FOR PAYMENT

The Grant Recipient may request payment from ASCOG for outstanding contract invoices. Payments are made to the Grant Recipient within 30 days from the date of request. Requests for Payment may be submitted on either an advance basis or a reimbursement basis, and required documentation differs depending on which applies.

1. Advance-Based Request: Used when the Grant Recipient has not yet paid the contractor or engineer and is requesting funds to make that payment. The following must be submitted:
   a. Formal invoice(s) from the contractor or engineer,
   b. Purchase order (or equivalent document used by grant recipient)

    c. Board minutes authorizing payment of both the purchase order and invoice, verifying intent to pay.

2. Reimbursement-Based Request: Used when the Grant Recipient has already paid the contractor or engineer and is requesting reimbursement of those funds through the grant. The following must be submitted:
    a. Formal invoice(s) from the contractor or engineer,
    b. Purchase order (or equivalent document used by grant recipient)
    c. Proof of payment (register statement, scanned check, or equivalent)

Cash and In-Kind Match Requirements

All cash matches listed on the application for the project must be spent by the Grant Recipient before REAP funds can be requested. Receipts for all cash matches must be submitted prior to or with the first Request for Payment.

Documentation for all in-kind matches must be submitted with appropriate time sheets, equipment rates, and related project documentation. In-kind documentation must be completed and submitted with the final Request for Payment. If in-kind labor does not meet or exceed the original commitment documented in the application, the Grant Recipient will be required to reimburse ASCOG for the shortfall. Any funds returned for failing to meet an in-kind commitment will be deposited back into the REAP general fund for use in future awards.

Additional Payment Restrictions

1. No contract funds may be paid or loaned to any corporation, limited liability company, partnership, proprietor, or other private entity, except in payment for services rendered pursuant to an approved project.

2. Funds made available under the contract may only be used for expenses incurred during the funded contract period, and only for the purposes and activities approved and agreed to by ASCOG. Contract funds may not be used to pay for any expenses incurred prior to or after the specified contract period, nor for any purpose outside those formally approved by ASCOG.

3. Contract funds may not be used to pay administrative expenses of the Grant Recipient or any subcontractor, including expenses incurred in preparing the project for submission or execution. This restriction does not apply to funds provided pursuant to 62 O.S. Supp. 1998 § 2011(c).

4. Contract funds may not be used to pay the Grant Recipient's employee salaries and benefits, nor for the use of the Grant Recipient's machinery in performing the project. These costs must instead be documented and reported as part of the Grant Recipient's in-kind match for the project.

5. Eminent domain issues, including related attorney fees, land purchases, and surverying, are not eligible for reimbursement under this contract.

6. No portion of the contract funds may be used for any political activity or 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.

7. No travel-related costs, including per diem expenses, may be paid using REAP contract funds.

HOLD HARMLESS CLAUSE

The Grant Recipient shall, within limitations placed on such entities by State law, save harmless ASCOG and the State of Oklahoma, their agents, officers, and employees from all claims and action and all expenses defending same that are brought because of injury or damages sustained by any person or property in consequence of any act or omission by the Grant Recipient or any of its subcontractors.

The Grant Recipient shall, within limitations placed on such entities by State law, save harmless ASCOG and the State of Oklahoma, their agents, officers, and employees from any claim or amount recovered because 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 Grant Recipient, the Grant Recipient will specify that such subcontractor or agents shall hold harmless ASCOG and the State of Oklahoma, its agents, officers, and employees from all the above-mentioned expenses, claims, actions, or amounts recovered.

NO-CONFLICT COVENANT

The Grant Recipient covenants that no members or employees of any governing board of the Grant Recipient or its subcontractors have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, which would conflict with the full and complete execution of the contract, and that none shall acquire any such interest.

RECORDS, REPORTS, AND DOCUMENTATION

The Grant Recipient shall maintain records and accounts, including property, personnel, and financial records, that properly document and account for all project funds. ASCOG may require specific types and forms of records.

The Grant Recipient shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least seven (7) years from the submission of the Final Expense Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. (Corrected to read seven (7) years by ASCOG Board of Trustees on 9-19-2024.) The Grant Recipient shall, as ASCOG deems necessary, permit authorized representatives of ASCOG and the State of Oklahoma full access to and the right to fully examine all such materials without prior notice.

INTERPRETATION, REMEDIES

In the event the parties fail to agree on changes or interpretations of the Contract, the decision of ASCOG shall prevail. The decision of ASCOG shall also prevail in the event of any disagreement between the Grant Recipient and ASCOG relating to the technical competence of the work and services being performed or its conformity to the requirements of this contract.

Neither forbearance nor payment by ASCOG shall be construed to constitute waiver of any remedies for any default or breach by the Grant Recipient or its subcontractors that exist or occur later.

TERMINATION OR SUSPENSION

This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties. This contract may also be terminated or suspended by ASCOG, in whole or in part, for cause, after notice and an opportunity for the Grant Recipient to present reasons why such action should not be taken. Grounds constituting cause include, but are not limited to:

1. The Contractor 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.
2. The purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
3. The Grant Recipient has submitted incorrect or incomplete documentation pertaining to this contract.

In the event of termination or suspension, the Grant 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 Grant Recipient shall reduce to the minimum possible all obligations, prepaid expenses, and other costs.

The Grant Recipient shall not be relieved of liability to ASCOG for damages sustained by ASCOG by breach of this contract by the Grant Recipient or its subcontractors. ASCOG may withhold payments due under this contract pending resolution of the damages.

ENTIRE AGREEMENT

This contract constitutes the entire agreement between ASCOG and the Contractor and that it 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.

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.