

BROWNFIELDS CLEANUP REVOLVING LOAN FUND

GRANT AGREEMENT

THIS AGREEMENT is made and executed on this 20TH day of JUNE, 2023, by and between the Community Health Centers, Inc. ("Grantee"), a 501(c)(3) organization), which has as its address P. O. Box 30589, Oklahoma City, OK 73140, and The City of Oklahoma City ("Grantor"), an Oklahoma municipal corporation which administers The City of Oklahoma City's Brownfields Revolving Loan Fund ("BRLF"), ("BRLF"), and has as its address 200 N. Walker, Second Floor, Oklahoma City, Oklahoma 73102.

WITNESSETH:

WHEREAS, the Grantor is the recipient of funds provided under the BRLF; and

WHEREAS, the Grantor is the fund manager for the BRLF; and

WHEREAS, the funds from the BRLF Program are to be used for undertaking the cleanup of brownfields sites by making low interest loans and/or grants to parties willing to undertake cleanup of these sites; and

WHEREAS, the Grantor has determined that it is in the interest of the City and local community to award a grant to Community Health Centers, Inc., for purposes of abating asbestos contamination from a building it owns at 5301 Dimple Drive in Oklahoma City (the "Property", more particularly described in Exhibit A, attached hereto); and

WHEREAS, Community Health Centers, Inc., is a 501c (3) non-profit organization under the rules of the U.S. Internal Revenue Service; and

WHEREAS, environmental assessment of that property conducted through the Oklahoma City Brownfields Program has determined that environmental contamination exists; and

WHEREAS, the Property is not listed, or proposed for listing on the National Priorities List of the U. S. Environmental Protection Agency ("EPA"); and

WHEREAS, the Grantee is not a generator or transporter of the contamination existing at the Property; and

WHEREAS, the Grantee is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Property, nor is Grantee currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds; and

WHEREAS, the Grantee acquired the Property after the time of disposal or placement of hazardous and petroleum substances and has not caused, contributed to, permitted, or exacerbated the release of such substances on, or emanating from the Property;

NOW, THEREFORE, in consideration of the covenants and promises contained herein, it is mutually agreed by and between the parties that the recitals to this Agreement are incorporated in, form a part of and are covenants, warranties and representations of this Agreement and further agree as follows:

I. Grant and Purpose.

1. Under the terms of this Agreement, and in accordance with the BRLF Program, the Grantor will provide as a grant to Grantee the cost for reimbursement of cleanup of the subject property for an amount **not to exceed \$200,000** (the "Grant") to be used exclusively for cleanup of environmental contamination on said Property. The Grant amount is contingent upon the Grantee meeting the conditions and requirements set forth in this Agreement. Further, the Grant will be paid to the Grantee on a reimbursement basis, determined from the submitted claims from the Grantee to the Grantor providing evidence that funds were used for environmental cleanup and that the Grantee's vendors and/or contractors, and all involved sub-vendors or sub-contractors have been paid.

II. Conditions Precedent to the Grant.

1. To be eligible for funds from the BRLF the site project information including the 'All Appropriate Inquiries' status must be reviewed and approved by EPA. A Property Eligibility Determination form was sent to EPA on 03/29/2023 and was approved on 4/17/2023. The Grantee agrees that the Grant proceeds shall not be used for the payment of any cost or expense related to the Brownfields Program's All Appropriate Inquiries evaluation or for additional environmental assessment activities that may be required.

2. The Grantee warrants to the Grantor and the BRLF that the Grantee acquired the Property after the time of disposal or placement of the hazardous or petroleum substances to be abated and that the Grantee has not caused, contributed to, permitted, or exacerbated the release of those substances on or emanating from the Property.

3. The Grantee warrants to the Grantor that the Grantee is the current owner of the Property, that the site is a qualified brownfields site, and that the Grantee is not a potential responsible party under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) 42 U.S.C. § 9607.

4. The Grantee agrees to comply with all Oklahoma Department of Labor (DOL) and Oklahoma Department of Environmental Quality (ODEQ) rules and regulations regarding the sampling, abatement, and disposal of asbestos containing materials, to provide Grantor one (1) copy of all DOL and ODEQ required Project Documents and submittals, to copy Grantor on all correspondence to DOL and ODEQ, and to provide Grantor a copy of all correspondence received from DOL or ODEQ related to the project.

5. The Grantee shall supply the Grantor with design and plans/specifications for cleanup of the Property (the "Project"), including any engineering controls that will be implemented to protect public health and safety in the event all contamination is not removed from the property. Additionally, the Grantee shall supply a Work Schedule prior to commencement.

III. Grant Closing.

The closing of this Grant shall be subject to:

1. Execution and delivery to the Grantor by the Grantee of any required Grant documents.
2. Receipt by the Grantor of written authorization in the form of a Resolution, if a corporation or other entity, authorizing the Grant to the Grantee and authorizing Grantee's representative to execute this Agreement and any other required Grant documents on behalf of the Grantee.
3. Receipt by the Grantor of written identification of the Grantee's vendors, contractors and subcontractors for the Project, containing such information as required by the Grantor.
4. Grantor's receipt and approval of the Project Budget, and cost breakdown based upon estimates and prices supplied by the Grantee.

The Grantor reserves the right to waive any or all of the closing requirements listed above, but shall not be obligated by this provision to do so.

IV. Agreements of Grantee.

1. The Grantee shall carry out the Project in accordance with the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) Title 42 USC 9601 et seq.; Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (40 CFR Part 31); Cooperative Agreements and Superfund State contracts for Superfund Response Actions (40 CFR Part 35, Subpart O); the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 CFR Part 300); and all other applicable provisions of federal, state, or local law.
2. The Grantee shall carry out the Project in accordance with the Davis-Bacon Act of 1931 (CERCLA § 104(g)(1), 40 U.S.C. § 276a- 276a-5 and 42 U.S.C. § 3212). Compliance with Davis Bacon requires weekly payment of federal prevailing wage rates for construction, repair, or alteration work funded in whole or in part with the BRLF. The Grantee shall obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the environmental cleanup contract(s). All contractors or subcontractors shall submit certified payroll records each week for all laborers during the course of the work and shall preserve them for a period of three years from the date of completion of the contract. Grantee shall require all contractors and subcontractors of Grantee to allow employees to be periodically interviewed to verify they are receiving appropriate wage rates.
3. As required by the EPA's Davis-Bacon Terms and Conditions, if grant proceeds provided under this Agreement will be used, the Grantee and Grantor are obligated to review all executed prime contracts and subcontracts involved in the remediation efforts to abate and remove hazardous or petroleum materials from the Property. This requirement is for the purpose of ensuring that such contracts and subcontracts contain the appropriate Davis-Bacon clauses specifying that wages paid thereunder meet the locally prevailing wage rates in effect at the time the contract is executed.

4. The Grantee shall comply with Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4 relating to Federally assisted construction contracts.

5. The Grantee understands and agrees that all Grant funds provided by Grantor shall be used exclusively to clean up the Property. The Grantee shall assure that the cleanup is protective of human health and the environment.

6. The Grantee shall use the Grant funds only for eligible activities and in compliance with the requirements of CERCLA 104(k) and applicable Federal and State laws and regulations. The Grantee shall not use Grant funds for administrative costs.

7. The Grantee agrees that changes or modifications to the Project Budget shall be set in writing by the Grantor, prior to such changes or modifications becoming effective. Any changes or modifications to the Project Budget that are not approved by the Grantor prior to expenditure of such funds, that result in additional costs incurred as the result of any such changes, shall be the responsibility of the Grantee.

8. The Grantee agrees that all Project work performed as required by this Agreement and with Grant funds shall not be initiated until EPA has approved a Quality Assurance Project Plan (QAPP) for the project, and that the work shall be performed in accordance with the quality objectives identified in the approved QAPP and the Work Schedule as identified in Exhibit B.

9. The Grantee agrees to provide updates to the Grantor on the status of post-remediation redevelopment activity to include such information as an estimate of the number of jobs created during the remediation activities and post-development, and timelines and costs of redevelopment activities on an annual basis until redevelopment of the site is completed.

10. The Grantee shall commence work on the Project within one-hundred eighty (180) days from the date of execution of this Agreement, and shall perform and complete all work within one (1) year from the date of Agreement execution. The activities outlined are included in the work schedule attached hereto in Exhibit B. If a longer period for performance is required, the Grantee shall submit an amended Work Schedule and provide appropriate justification to the Grantor for approval through an Amendment to this document. Provided, however, no extension beyond twenty-four (24) months shall be approved.

11. The Grantee shall competitively bid all abatement activities and provide the Grantor with copies of all proposals, bids, insurance certificates (Workers' Compensation and Professional/Pollution Liability, as needed), licenses, permits, draft contracts, etc. for all work required for the Project prior to commencement of any work anticipated under this Agreement. All contractors or subcontractors shall be registered and active in the SAMs (System for Award Management) federal database and shall have an assigned Unique Entity Identifier (UEI) number and a Commercial and Government Entity (CAGE) number prior to any contract being awarded.

12. The Grantee, at the Grantee's sole cost and expense, and from sources other than Grant funds (unless directly related to the Project cleanup), shall be responsible for obtaining all permits, licenses, approvals, certifications, insurance, and inspections required by federal, state, or

local law and shall maintain such permits, licenses, approvals, certifications, insurance, and inspections in current status during the term of this Agreement.

13. The Grantee shall perform all of the Grantee's obligations and agreements under the Grant terms as set forth in this Agreement, the applicable federal laws, rules and regulations, and any other agreements or instruments to which the Grantee is a party, and which relate to this Grant and to this Project.

14. The Grantee shall develop a sign as part of a project funded by this cooperative agreement. Recipients must place a sign at construction sites that display the Investing in America emblem and identify the project as a "project funded in part by President Biden's Bipartisan Infrastructure Law" or "project funded in part by President Biden's Inflation Reduction Act."

15. The Grantee shall maintain financial and programmatic records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures; retain all of its records and supporting documentation applicable to this Agreement for a period of three (3) years following completion of the cleanup; and obtain written approval from the Grantor prior to destroying any records except as follows:

- a. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved.
- b. All such records and supporting documents shall be made available upon request, for inspection or audit by the Grantor or Grantor's representatives.

16. The Grantee shall permit the Grantor or its designated representatives to inspect and/or audit the Grantee's records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances, and to copy from them any information relevant to this Agreement that the Grantor desires. The Grantor shall provide written notice to the Grantee prior to exercising its rights under this provision. The Grantee agrees to deliver the records or have the records delivered to the Grantor or Grantor's designated representatives at an address designated by such party within the City of Oklahoma City, Oklahoma. In addition, all Grant Documents and Grant related documents are subject to 40 CFR §35.6710.

17. The Grantee shall comply with state and federal statutes prohibiting discrimination on the grounds of race, color, national origin, sex, and disability. In addition, the Grantee shall undertake good faith efforts in compliance with 40 CFR §35.6580 to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies. The Grantee shall submit a report of such efforts on the Grantor- provided form.

18. The Grantee shall protect, indemnify, defend, and hold harmless, the Grantor and the Fund Manager, their officers, administrators, agents, servants, employees, and all other persons or legal entities to whom the Grantee may be liable from, for, or against any and all claims, demands, suits, losses, damages, judgments, liabilities, losses, costs, and expenses, whether direct, indirect, or consequential and including, but not limited to, all fees, expenses, and charges of attorneys and other professionals, court costs, and other fees and expenses for bodily injury, including death, personal

injury, and property damage, arising out of or in connection with the performance of any work or any responsibility or obligation of the Grantee as provided herein and caused in whole or in part by any act, error, or omission of the Grantee, Grantee's agents, servants, employees, or assigns. The terms of this Section shall survive termination of this Agreement.

19. The Grantee shall not assign or attempt to assign directly or indirectly, any of the Grantee's rights under this Agreement, the Grant Documents or under any instrument referred to in this Agreement without the prior written consent of the Grantor. The Grantee shall not assign, transfer, sell, lease or otherwise dispose of all or any portion of the Property during the grant term without the prior written consent of the Grantor.

V. Terms Applicable to Contracts or Sub-contracts in Excess of \$100,000.

1. The Grantee understands and agrees to include the following contract provisions in contracts over \$100,000:

- a. Overtime requirements. No contractor or subcontractor for any part of the contract work shall require or permit any laborer employed on this project to work in excess of forty (40) hours in a workweek unless such laborer receives compensation at a rate which is at least one and one-half times his/her basic rate of pay for any time worked in excess of forty hours.
- b. Violations; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in sub-paragraph (a) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, including watchmen and guards, employed in violation of the clause set forth in sub-paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard forty-hour workweek without payment of overtime wages.
- c. Withholding for unpaid wages and liquidated damages. The Grantor shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld by the Grantee or subcontractor, funds from any monies payable on account of work performed by the contractor or subcontractor based on unpaid wages and liquidated damages. Further, such withholdings may be made from this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor. Grantor may withhold such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as also provided in sub-paragraphs (a) and (b) of this section.

- d. Subcontracts. The Grantee shall ensure that the contractor or subcontractor shall insert in any subcontracts the clauses set forth in sub-paragraph (a) through (d) of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Grantee shall word the contract so that the prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (a) through (d) of this section.

VI. Agreements of Grantor.

1. The Grantor shall allow the DOL approval authority for all Project Documents unless specifically directed otherwise by the EPA, or Grantor.
2. The Grantor acknowledges and agrees that the Grantee has provided evidence that the Grantee Purchased the Property prior to October 26, 2022.

VII. Events of Default.

1. The occurrence of any of the following events shall be considered specific instances of default by Grantee:
 - a. The Grantee assigns – or attempts to assign - this Agreement or funds disbursed or approved for disbursement pursuant to this Agreement; or
 - b. The Grantee conveys or attempts to convey, assign, or otherwise transfer any interest in the Property without the prior written consent of the Grantor; or
 - c. Any representation or warranty made in this Agreement or any other Grant document or in any report, certificate, financial statement, or other instrument furnished in connection with this Agreement or a Grant related document proves to be false in any respect;
 - d. Once the remediation process is commenced, the Grantee causes the remediation of the property to cease for a period of more than 30 days, without the express written approval of the Grantor;
 - e. Any proceeding involving the Grantee, any guarantor or the Property, commenced under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution, or liquidation law of the United States, or any state, if said proceeding impacts the completion of the Remediation Project; however, if such proceedings are instituted, no event of default shall be deemed to have occurred hereunder unless the Grantee or guarantor either approves, consents to, or acquiesces in such proceedings or such proceedings are not dismissed within sixty (60) days.

- f. An order, judgment, or decree that is determined by The City to impact the completion of the remediation Project is entered by any court of competent jurisdiction approving the appointment of a receiver, trustee, or liquidator of the Grantee or guarantor and all or a substantial part of the Grantee's or guarantor's assets, and such order, judgment, or decree continued in effect for a period of sixty (60) days.

2. Grantee shall be given written NOTICE upon the determination by Grantor of an occurrence of any one or more of the events of default enumerated above, and all obligations of the Grantor to make any further reimbursement for cleanup shall immediately cease, without further notice of any kind to the Grantee, which is hereby expressly waived by the Grantee. The Grantee shall pay all costs and expenses, including Grantor's attorney's fees, incurred in connection with any default by the Grantee under this Agreement or any Grant related document.

3. It is expressly understood that a failure or delay on the part of the Grantee in the performance, in whole or in part, of any of the terms of this Agreement, shall not constitute a breach or default under this Agreement if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, strike, emergency, or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party. The Grantee shall provide notice of such forced breach or default as soon as practical to do so, however, the Grantee shall use Grantee's best effort to ensure that the Project is completed in a reasonable time without unnecessary delay.

VIII. Rights of the Grantor.

1. Disbursement of Grant funds pursuant to this Agreement, or any Grant-related document shall be made upon the written request of the authorized representative of Grantee to the Grantor. With such request, Grantee shall present to the Grantor copies of all invoices that have been paid, copies of the checks utilized to pay these invoices, with verification that these checks have cleared the bank and duly executed Lien Waivers relating to the cleanup of the Property, as well as any other documents requested by Grantor. Along with the invoices, the Grantee shall verify in writing that the progress of the Project is in accordance with the approved Work Schedule attached hereto as Exhibit B. The Grantor may periodically inspect the project to verify that payment requests accurately reflect progress. The Grantor shall reimburse the Grantee for ninety (90%) percent of invoice amounts for eligible expenses. Ten (10%) percent of invoice amounts shall be held as retainage. Retainage shall be released when all Project Records documenting cleanup and properly executed Lien Waivers from all subcontractors have been submitted to the Grantor. Any expenses that exceed \$200,000 will be covered 100% by the Grantee, with no reimbursement of any kind by Grantor.

2. Disbursements of Grant funds shall be made via Electronic Fund Transfer into the Grantee's bank account. The Grantee shall immediately notify Grantor, in writing, if there is a change in banking information, so as to avoid a disruption in reimbursement.

3. Any forbearance by the Grantor with respect to any of the terms and conditions of this Agreement or any other Grant-related documents, shall in no way constitute a waiver of any of Grantor's rights or privileges granted under this Agreement or any other Grant related document.

IX. Miscellaneous Provisions.

1. If the Grantee sells or transfers the Property prior to completion of the Project, then, in that event, the Grantee shall be responsible for any costs incurred as related to the cleanup of the Property after the effective date of sale and shall by written document immediately release the Grantor from any responsibility to make any further payments under the Grant.

2. This Agreement is not intended to create or vest any rights in any third party or to create any third-party beneficiaries, but shall be binding exclusively on the Grantee, its trustees and representatives as described as of the date of this Agreement to Grantor.

3. All amendments to and waivers of the terms of this Agreement shall only be effective if expressed in writing and signed by both the Grantee and the Grantor.

4. No failure of either party to exercise any power or right given the parties under this Agreement or any other Grant-related document or to insist on strict compliance by the other party with the obligations under this Agreement or other Grant related document, and any custom or practice of the parties at variance with the terms of this Agreement and other Grant-related document shall not constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.

5. All notices, requests, instructions, or other documents to be given under this Agreement to either party by the other, shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Correspondence specifically related to the Grant, such as signature documents, payments, etc., shall be sent directly to the Grantor at the address provided below. Any such notice, request, instruction, or other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by certified or registered mail, on the day mailed to the parties as follows:

TO THE GRANTOR:

The City of Oklahoma City
City Clerk
200 N. Walker, 2nd Floor
Oklahoma City, OK 73102

The City of Oklahoma City
Planning Department
420 West Main Street, 9th Floor
Oklahoma City, OK 73102
Attn: Amanda Alewine
405-297-1766

TO THE GRANTEE:

Community Health Centers, Inc.
Isabella Lawson, Chief Executive Officer
P.O. Box 30589
Oklahoma City, OK 73140-3589

or to such other address as the Grantee may subsequently specify in writing to the Grantor.

7. Unless otherwise provided, this Agreement and all covenants, agreements, representations, and warranties made in this Agreement shall survive the execution of this Agreement and shall continue in full force and effect so long as the Grant is outstanding.

8. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement, which can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.

9. Except for any exhibits, attachments, plats, or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties and shall not be otherwise affected by any other purported undertaking, whether written or oral, except as specified in written document, signed by the parties hereto.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto signify their Agreement to all provisions contained herein by the following executions on this 20TH day of JUNE 2023.

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt

GRANTEE:

COMMUNITY HEALTH CENTERS, INC.

Isabella Lawson
Isabella Lawson, Chief Executive Officer

REVIEWED as to form and legality

Rita E. Douglas-Pally
Assistant Municipal Counselor

Exhibit A--- Legal Description

(“THE PROPERTY”)

Lots One (1) through Twelve (12), both inclusive, and Lots Thirty-nine (39) through Fifty (50), both inclusive, in Block One (1), and Lots One (1) through Twelve (12), both inclusive, and Lots Thirty-nine (39) through Fifty (50), both inclusive, in Block Two (2), of PARKER- HEIGHTS ADDITION, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

**Exhibit B
Work Schedule**

Task	Start Date	Completion Date	Duration
Prepare Grant Document	April 2023	June 2023	8 weeks
Prepare Community Relations Plan	June 2023	July 2023	2 weeks
Prepare ABCA	June 2023	July 2023	1 week
Public Notice ABCA	June 2023	July 2023	30 days
Competitively Bid project	June 2023	July 2023	1 week
Quality Assurance Project Plan	June 2023	July 2023	3 weeks
Perform remediation	August 2023	September 2023	1 week
Submit Final Paperwork & closeout	September 2023	October 2023	2 weeks