

## GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is made by and between The American National Red Cross, a charitable and nonprofit corporation chartered by Congress, having an office at 2025 E Street NW, Washington, DC 20006 ("**Red Cross**"), and The City of Norman, a municipal corporation organized under the laws of the state of Oklahoma, having its principal place of business at 415 E Main Street, Norman, OK 73071 ("**Grantee**").

The Red Cross received generous support from the American public in response to the devastation caused by tornadoes that hit Oklahoma in May 2013 ("**Disaster**"). With donated funds, the Red Cross has provided emergency relief and will continue to provide disaster relief and recovery, directly and through other organizations.

In consideration of the foregoing, the promises contained in this Agreement, and other good and valuable consideration, the Red Cross and Grantee (each, a "**Party**" and collectively, the "**Parties**"), intending to be legally bound, agree as follows:

### 1. PURPOSE OF GRANT AND BENEFICIARY CRITERIA

- 1.1. Purpose of Grant: Grantee has submitted a proposal (the "**Proposal**"), a copy of which is attached hereto as Exhibit 1 and made an integral part hereof. The Proposal is for a project that will provide incentives for residential homeowners in the City of Norman to construct/install safe rooms/shelters in their homes that provide protection from injury/death caused by the forces of extreme winds ("**Project**"). Project activities ("**Project activities**") will include the following, as more specifically described in Exhibit 1:
  - The City of Norman will register eligible residents for the program. Upon approval, homeowners will have 45 days to contract with a safe room vendor and one year to complete installation. Upon receipt of proper documents by the city, the homeowner will receive rebate.
- 1.2. Place of Performance: The principal place of performance for Project activities is the City of Norman in the State of Oklahoma.

### 2. GRANT AND DISBURSEMENTS

#### 2.1. Grant

- 2.1.1. Amount of Grant: The Red Cross agrees to provide Grantee with a grant of up to Five Hundred Twenty Thousand Dollars and Zero Cents (\$520,000) (collectively, "**Grant**" or "**Grant Funds**") to cover Grantee's costs associated with implementing the Project as prescribed in this Agreement.
- 2.1.2. Term of Grant: This Agreement will commence on July 1, 2014 and expire on December 31, 2015 unless terminated sooner or extended in accordance with this Agreement (the "**Grant Term**").
- 2.1.3. Use of Grant: Grantee will use the Grant Funds solely to support the Project activities described in Exhibit 1 and in strict accordance with Exhibit 1, the Shelter Guidelines attached hereto as Exhibit 1A, and the budget attached hereto as

Exhibit 2 ("Budget"). Grantee will repay any portion of the Grant not used for Project activities.

## 2.2. Disbursements

- 2.2.1. Amount(s) and schedule: Subject to Grantee's compliance with this Agreement (including without limitation the timely submission of reports in accordance with Section 3 below and the Red Cross's acceptance of such reports), the Red Cross will make disbursements of the Grant in installments as follows:

Upon execution of the Agreement      \$ 130,000.00

December 23, 2014 (\$30,000)	July 23, 2015 (\$30,000)
January 23, 2015 (\$30,000)	August 24, 2015 (\$30,000)
February 23, 2015 (\$30,000)	September 23, 2015 (\$30,000)
March 25, 2015 (\$30,000)	October 23, 2015 (\$30,000)
April 23, 2015 (\$30,000)	November 23, 2015 (\$30,000)
May 26, 2015 (\$30,000)	December 23, 2015 (\$30,000)
June 23, 2015 (\$30,000)	

- 2.2.2. Method of Disbursements: Disbursements will be made via electronic transfer using the following bank information provided by Grantee:

Name of bank:	Bank of Oklahoma
Address:	PO Box 2300
	Tulsa, OK 74192-0001
ABA number:	103900036
SWIFT Code:	
Acct. no.:	807471169
Bank account holder's name:	City of Norman-General Account
Reference:	Candice Williams, ACH Coordinator (800) 488-8797

## 3. REPORTING AND MONITORING REQUIREMENTS

Grantee must submit detailed Financial and Project Reports in the formats provided by the Red Cross. Receipt of reports when due, and approval of such reports by the Red Cross, is required before subsequent Grant Funds will be released. Failure to provide complete and timely reports will be considered a breach of this Agreement.

- 3.1. Project Reports: The Project Reports must describe the activities undertaken during the period and the progress made in attaining the goals of the Project, in accordance with the Project Report template attached as Exhibit 3.
- 3.2. Financial Reports: The Financial Reports must describe how the Grant Funds were used during the reporting period and include an accounting of actual expenditures as compared with the line items set forth in the Budget, in accordance with the Financial Report template attached as Exhibit 4.
- 3.3. Reports Submission Schedule:

- 3.3.1. Reports: Reports shall be submitted by Grantee covering the following periods, no later than the corresponding due dates shown below:

REPORTING PERIOD	REPORT DUE ON OR BEFORE
July 1, 2014 to November 30, 2014	December 15, 2014
December 1, 2014 to December 31, 2014	January 14, 2015
January 1, 2015 to January 31, 2015	February 16, 2014
February 1, 2015 to February 28, 2015	March 16, 2015
March 1, 2015 to March 31, 2015	April 14, 2015
April 1, 2015 to April 30, 2015	May 14, 2015
May 1, 2015 to May 31, 2015	June 15, 2015
June 1, 2015 to June 30, 2015	July 14, 2015
July 1, 2015 to July 31, 2015	August 14, 2015
August 1, 2015 to August 31, 2015	September 14, 2015
September 1, 2015 to September 30, 2015	October 14, 2015
October 1, 2015 to October 31, 2015	November 16, 2015
November 1, 2015 to November 30, 2015	December 14, 2015
December 1, 2015 to December 31, 2015	January 14, 2016

- 3.3.2. Delivery: All reports provided to the Red Cross under this Agreement shall be in writing, signed by the Grantee, and shall be delivered electronically (as a scanned digital document) to Linda D. Eakers, MPH, CPM, Grants Manager, [Linda.Eakers@Redcross.org](mailto:Linda.Eakers@Redcross.org).

#### 4. GRANT ACCOUNTING RECORDS

- 4.1. Recordkeeping: Grantee must maintain accurate, complete and detailed accounts, records, and other evidence pertaining to costs incurred under this Grant so that Project expenses can be clearly identified. Grantee's financial system must have the ability to provide: (i) accurate, current, complete, disclosed financial results (accrual basis); (ii) separate identification of source and use of funds; (iii) effective control over and accountability for all funds, property and other assets; and (iv) comparison of outlays with budget amounts (budget versus actual).
- 4.2. Documentation: All costs incurred under this Grant must be supported by documentation such as timesheets, vendor invoices, etc.
- 4.3. Record Retention: All financial and programmatic records relating to the Project must be maintained and reasonably accessible for a minimum of three (3) years after the later of: (i) the date of the Final Financial Report; (ii) the termination of the Agreement; (iii) the expiration of the Grant Term; or (iv) such other period of time as required by law.
- 4.4. Recordkeeping by Subcontractors and Sub-grantees: Grantee must include the requirements of Sections 4.1, 4.2 and 4.3 in any and all subcontracts and sub-grants under this Agreement.

## 5. AUDIT REQUIREMENTS

- 5.1. Annual Audit: Grantee must obtain an annual audit by an independent Certified Public Accountant, or appropriate counterpart. Copies of these reports will be provided to the Red Cross upon issuance of the audit report, no later than one hundred eighty (180) days after the close of the Grantee's fiscal year.
- 5.2. Red Cross Audit: During the Grant Term and for a period of one (1) year thereafter, the Red Cross may, at its own expense, review, audit, or cause to be audited, the records of the Grantee insofar as they relate to the Grant Project. The Red Cross also may send its personnel to monitor Project progress and accompany auditors retained by Grantee. The Grantee will provide the Red Cross and its agents access to all financial and programmatic files, accounts, records, contracts and other documents related to this Agreement upon thirty (30) days prior notice during the Term and for three (3) years after expiration or termination of the Term.
- 5.3. Corrective Action: If there are any audit findings related to the Project, the Grantee must ensure that appropriate corrective action is taken within fifteen (15) days of notice of those findings. The Grantee must report to the Red Cross, in writing, on the corrective actions taken, including but not limited to a description of the corrective actions, the dates such actions were completed, and the identity of the person(s) responsible for completing them.
- 5.4. Recovery: If the Red Cross determines, either in connection with an audit or otherwise, that Grantee did not comply with the requirements of this Agreement or any applicable legal and or regulatory requirements, the Red Cross may require repayment of Grant Funds.
- 5.5. Audit Requirements for Subcontractors and Sub-grantees: Grantee must include the requirement of Sections 5.1, 5.2, 5.3 and 5.4 in any and all subcontracts and sub-grants under this Agreement.

## 6. FINANCIAL, ADMINISTRATIVE AND COMPLIANCE RESPONSIBILITIES

- 6.1. Assignment, Sub-Grants, and Subcontracts: Grantee may not assign or make sub-grants of the Grant, or subcontract the services funded by the Grant, without the express prior written approval of the Red Cross. Grantee assumes full responsibility and liability for all acts and omissions of any and all assignees, sub-grantees, and subcontractors.
- 6.2. Compliance: Grantee agrees to conduct all Project activities in full compliance with all applicable federal, state and local laws, rules, regulations, resolutions, orders, judgments, decrees and ordinances (collectively, "**Regulations**"), including but not limited to the following:
  - 6.2.1. Grantee will assure that all recipients receive equitable services without regard to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, citizenship, or immigration status.
  - 6.2.2. Grantee is and will be in compliance with, and will cause its sub-grantees, sub-contractors, affiliates and agents to comply with, United States economic sanctions, import/export Regulations, anti-bribery Regulations, anti-terrorism

Regulations and anti-money laundering Regulations, including but not limited to the USA PATRIOT Act, the Regulations administered by the United States Treasury Department's Office of Foreign Assets Control and Executive Order 13224.

- 6.2.3. Grantee will ensure that Grantee and its workers possess any licenses, degrees, certifications, authorizations or permits that are required to perform the Project activities.
- 6.2.4. Grantee will include Section 6.2.1, Section 6.2.2, and Section 6.2.3 in any and all subcontracts and sub-grants under this Agreement.
- 6.3. Budget Revision: If Grantee wishes to revise the Budget for the Project, including without limitation switching funds in one budget line category item to another, Grantee must submit a written request for approval of the revision to the Budget. The Red Cross may approve or deny such request in its sole discretion.
- 6.4. Return/Recovery of Grant Funds:
  - 6.4.1. If Grant Funds remain unspent after completion of the Project or expiration of the Grant Term, or upon termination if the Agreement is terminated prior to its expiration, the Grantee must return to the Red Cross all Grant Funds advanced but not spent. Such funds must be returned within thirty (30) days after submission of the Final Financial Report. If Grant Funds have not been expended by the end of the Grant Term and Grantee wishes to use the remaining Grant Funds to continue work on the Project, Grantee must submit a formal, written request for an extension at least thirty (30) days prior to expiration of the Grant Term. The Red Cross may approve or deny any such request in its sole discretion by providing a written response to Grantee.
  - 6.4.2. The Grantee and all sub-grantees and subcontractors involved with the Project will use Grant funds only for Project activities and only in accordance with the Budget. The Grantee will return to the Red Cross all expenditures determined by the Red Cross to be for unauthorized activities and/or not in conformity with the Budget. Such funds must be returned within thirty (30) days after notice from the Red Cross.

## 7. PUBLICITY AND ACKNOWLEDGMENT OF SUPPORT

- 7.1. Red Cross Marks. Subject to the terms and conditions of this Agreement, the Red Cross hereby grants to Grantee, and Grantee hereby accepts from the Red Cross, a limited and non-exclusive license to use the trade names, trademarks, service marks and logos of the Red Cross ("**Marks**") solely to indicate that funding for the Project was provided by the Red Cross. Grantee shall not sublicense, assign, or transfer the rights granted in this Agreement without the prior written consent of the Red Cross. Notwithstanding the above provisions, Grantee agrees to obtain the Red Cross's prior written approval of each and every use of the Marks. Grantee acknowledges and agrees that the Marks are and shall remain the property of the Red Cross and that the license granted under this Agreement does not constitute a transfer to Grantee of any ownership rights in the Marks. Further, Grantee agrees and acknowledges that Grantee's use of the Marks shall inure solely to the benefit of the Red Cross. Grantee shall not use or reference the name or emblem of The American National Red Cross, including issuing any press releases or public announcement or

posting social media content relating to this Grant or using the Red Cross name or emblem, without the prior written consent of the Red Cross.

- 7.2. Publicity. The Red Cross has the right to share any and all information and/or materials received from the Grantee related to this Project with donors and the media, and to publicize Red Cross's role in funding the Project and its involvement with the Grantee, including through social media. Grantee will include the Red Cross name and emblem on any and all print or electronic materials that relate to the Project, including any signs or brochures, subject to Red Cross approval as provided above. The Red Cross emblem will be at least as large as any other logos or emblems on such materials.

## 8. AMENDMENTS

Grantee must provide the Red Cross with timely written notice of any material change in the purpose, character, method of operation, or governance for the Project. No such changes may be implemented unless and until approved in writing by the Red Cross. This Agreement, including its referenced attachments, may be modified or amended only by a written instrument executed by both the Grantee and the Red Cross.

## 9. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. Upon sending or receiving a termination notice, the Grantee must take immediate action to cease all expenditures financed by this Agreement and to cancel all outstanding obligations to the extent possible. The Grantee may not enter into any additional obligations under this Agreement after sending or receiving a notice of termination hereunder, other than those reasonably necessary to effect the close-out of the Agreement. Except as provided herein, no further disbursements will be made after the effective date of termination. If the Red Cross terminates this Agreement for any reason other than Grantee's breach of this Agreement, it will pay all documented, non-cancelable commitments pertaining to this Grant made in good faith by the Grantee prior to notice of termination. If Grantee breaches the Agreement, the Red Cross may immediately terminate the Agreement, without prior notice, and require immediate repayment of any unexpended Grant Funds and disallowed costs.

## 10. NOTICES

All notices provided for in this Agreement shall be in writing. Notices shall be sent by certified mail or overnight delivery service, as follows:

If to the Red Cross: Linda D. Eakers, Grants Manager  
The American Red Cross  
601 NE 6th Street  
Oklahoma City, OK 73104

with a copy to: The American National Red Cross  
2025 E Street NW, Washington, DC 20006  
Attn: Office of General Counsel

If to Grantee: David Grizzle  
 Emergency Management Coordinator  
 City of Norman  
 415 E. Main  
 Norman, OK 73071

## 11. INSURANCE, INDEMNIFICATION AND LIMITATION OF LIABILITY

- 11.1 Grantee's Insurance: Grantee shall maintain appropriate insurance against liability, in reasonable amounts, for injury to persons or property arising from activities relating to the Grant.
- 11.2 Indemnification: Grantee shall indemnify, defend and hold harmless Red Cross, its officers, governors, agents, directors, employees, volunteers and their invitees (collectively, the "**American Red Cross Indemnitees**") in respect of any and all claims and causes of action, including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with this Grant Agreement or Project activities performed hereunder including but not limited to, breach of any obligation of Grantee under the Grant; any failure of Grantee or any of its sub-grantees or subcontractors to comply with applicable federal, state and local laws, regulations and ordinances and any other cause of action or claim arising out of the services provided or activities and programs conducted by Grantee or any of its sub-grantees or subcontractors. This indemnification clause will survive expiration of the Grant Term and termination of this Agreement and must be included in all sub grants or subcontracts entered into to fulfill the purposes of this Grant.
- 11.3 Limitation of Liability: The liability of the Red Cross arising under this Agreement or for termination of this Agreement, if any, shall in no event include any lost profits, consequential, indirect, exemplary, incidental or punitive damages, nor shall the liability of the Red Cross exceed the amount of the Grant.

## 12. MISCELLANEOUS

- 12.1. No Waiver. Failure of the Red Cross to enforce, or the delay by the Red Cross in enforcing, any of the terms and conditions of this Agreement shall not be deemed a continuing waiver or a modification to this Agreement unless the waiver is expressly written and signed by the Red Cross and the Grantee.
- 12.2. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be interpreted to remain valid, enforceable, and binding on the Parties.
- 12.3. Independent Contracting Parties. Nothing in this Agreement will create any association, partnership or joint venture between the Parties hereto or any employer-employee relationship. Neither Party may act for or on behalf of or in the name of the other Party.
- 12.4. Complete Agreement. This Agreement, including all referenced attachments, contains the entire Agreement between the Parties relative to the subject matter

herein, and supersedes all previous oral and written and all contemporaneous oral negotiations, commitments, and understandings relative to such subject matter.

- 12.5. Headings. The headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- 12.6. Remedies. No provision of this Agreement is intended to limit the rights or remedies of the Red Cross, or the obligations of Grantee, under any other provisions of this Agreement or under relevant law.
- 12.7. Choice of Law. The Agreement will be governed and construed in accordance with the laws of the state of Oklahoma, without giving effect to its conflict of law rules.

**City of Norman, Oklahoma**

**The American National Red Cross**

By: \_\_\_\_\_  
Cindy S. Rosenthal, Mayor

By: \_\_\_\_\_  
Trevor Rigger  
VP, Disaster Operations and Logistics  
Disaster Cycle Services

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to legality and form by the City of Norman Legal Department

By \_\_\_\_\_

Date: \_\_\_\_\_

Attached Exhibits:

- 1 – Project Description
- 1A – Shelter Guidelines
- 2 – Budget
- 3 – Template Project Report
- 4 – Template Financial Report