

COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is entered into by and between the Morgantown Monongalia Metropolitan Planning Organization, the federally-designated transportation planning agency for the City of Morgantown and Monongalia County, (“MPO”) and The City of Morgantown, a municipal corporation of the State of West Virginia (“City”), upon the following terms and conditions:

1. Purpose. The Agreement provides for the allocation and use of certain Grant Funds, as hereinafter defined, to organize a Community Garden or multiple Community Gardens in an effort to mitigate impacts of road construction on Greenbag Road, substantially as described in the Community Garden Proposal attached hereto as **Exhibit 1**.

2. Grant Funds. MPO expects to receive funding from the West Virginia Department of Transportation, Division of Highways, (“DOH”) in the amount of \$15,000.00, more or less, for the purpose of establishing one or more Community Gardens within the City of Morgantown and/or the surrounding urbanized area (the “Grant Funds”).

3. Transfer and Distribution of Funds. Upon receipt, MPO will transfer the Grant Funds to City to be handled in accordance with the terms of this Agreement. City will administer the Grant Funds in accordance with any and all requirements applicable to the Grant Funds of which it is notified in writing by MPO. In addition, City will distribute the funds as described in this Agreement. To the fullest extent permitted by law, MPO waives, on behalf of itself, any funding agencies, its officers, employees, agents, and assigns, any and all claims that it now has or may have against City, its officers, employees, agents, and assigns in relation to City’s agreement to accept and distribute funds under this Agreement, and/or arising in any way out of this Agreement.

4. Allocation of Funds. City and MPO will establish a committee comprising two representatives of each organization to receive applications for the Grant Funds and to allocate awards of the Grant Funds (the “Committee”). The MPO Policy Board shall select representatives of MPO and the City Council shall select representatives of the City. The Committee may make such applications, rules, and regulations as are necessary and helpful in the conduct of its operations, but it shall not have authority to expend the Grant Funds nor shall its members receive any compensation or reimbursement for expenses. The Committee will notify the City’s Finance Director of its allocation of Grant Funds to recipients. The Finance Director will allocate and distribute funds in the amounts awarded by the Committee, subject to availability of Grant Funds and to any applicable requirements imposed by contract or law. The Finance Director may require recipients to enter agreements, or accept terms and conditions, which will assist in proper administration of the Grant Funds, as determined in the sole discretion of the Finance Director.

5. Reporting by Recipients. Each recipient of Grant Funds (“Recipient”) shall document its receipt and expenditure of funds in such a manner that DOH, MPO, City, and any other agency with oversight responsibility may ensure such funds are being used for a proper purpose. City and MPO shall have the right to inspect such records upon request, at a reasonable time agreed by the parties, but in any event no later than 5 business days from the date of any request. Recipients shall report on their use of funds and progress of funded projects to the MPO Policy Board, the Morgantown City Council, and – if any Community Garden is established outside of the City of Morgantown – to the governing body of the jurisdiction where such Community Garden is located by submitting a letter to each identifying the amount of funds

allocated, amount of funds expended, and a synopsis of the project plan and progress no later than December 1 of each year for a period of 4 years beginning in the year the funds are awarded to the Recipient.

6. Record Retention; Compliance. The parties, and all Recipients, shall prepare, maintain, and retain any and all records necessary to demonstrate compliance with the terms of any grant award or other applicable provision of contract or law, for such time periods as the governing contract or law may require. This Agreement shall be interpreted to be consistent with federal and state law, and the terms of any funding agreement, and to the extent that there is a conflict between any of them, the provisions of the federal or state law or the funding agreement shall prevail over the terms of this Agreement.

Executed this ___ day of _____, 2024:

Morgantown Monongalia Metropolitan Planning Organization

By: J. William B. Austin, AICP
Its: Executive Director

The City of Morgantown

By: A. Kim Haws
Its: City Manager