

**Addendum to an Existing Contract**  
**ARPA SUBRECIPIENT AGREEMENT**  
**BOARD OF OKLAHOMA COUNTY COMMISSIONERS**  
**And**  
**MILLWOOD PUBLIC SCHOOLS**

THIS CONTRACT ADDENDUM is in reference to a contract agreement and addendum(s) dated 12/27/2024, 02/14/2025 and 10/20/2025 between the Board of Oklahoma County Commissioners, herein referred to as COUNTY, and the MILLWOOD PUBLIC SCHOOLS herein referred to as SUBRECIPIENT.

THAT WHEREAS, the COUNTY and the SUBRECIPIENT have entered into an agreement for the provision of ARPA funding for projects managed by the SUBRECIPIENT.

- Millwood Public Schools is undertaking essential maintenance and improvements to their athletic facilities, addressing needs that have been postponed and further exacerbated by the COVID-19 pandemic. Maintenance and repair of school athletic facilities are frequently overlooked components of educational infrastructure, yet they remain vital. Athletic amenities are integral to the physical and psychological development of students. Ensuring these facilities are properly maintained and repaired in a timely manner preserves their safety, functionality, and suitability for a wide range of physical activities, all of which contribute significantly to student growth and well-being.

A copy of the original contract is made part of this Addendum;

WHEREAS, the parties hereto desire to reduce the terms of this Amendment to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to the contract addendum as follows:

**1. Reference: The “not-to-exceed amount” is hereby modified to read as follows:**

- The not-to-exceed amount is being increased by **\$200,000.00** from **\$73,333.35** to **\$273,333.35** to accurately reflect the authorized project total.

**2. Reference: Section 10. Reporting Requirements: Project-Specific KPIs is hereby modified to read as follows:**

- MILLWOOD PUBLIC SCHOOLS has also elected to track the following KPIs to measure the outcomes and outputs of the project:
  - 1) Completion of Softball Field
  - 2) Completion of Purchase of Athletic Materials
  - 3) Average/Anticipated Number of games the new 2026 equipment will be utilized during the school year. (i.e. number of games played where the stadium benches/video screen are placed)

3. Reference ATTACHMENT B3: PROJECT MILESTONES are hereby modified to read as follows:

<b>Expenditure Timeline</b>					
		<b>Expected Progress</b>	<b>Expected Progress Addendum Modifications</b>	<b>Spending (\$ Amount)</b>	<b>Spending (\$ Amount) Addendum Modifications</b>
<b>2025</b>	<b>Q1</b>	Completion of Softball Field	-	\$50,000.00	-
	<b>Q2</b>	Completion of Softball Field		\$50,000.00	
	<b>Q3</b>	Completion of Purchase of Materials		\$23,333.35	
	<b>Q4</b>	-	-	-	-
<b>2026</b>	<b>Q1</b>	-	-	-	-
	<b>Q2</b>		Completion of Purchase of Capital Purchases	-	\$100,000.00
	<b>Q3</b>		Completion of Purchase of Capital Purchases	-	\$100,000.00
	<b>Q4</b>	-	-	-	-

4. Reference ATTACHMENT B3: BUDGET is hereby modified to read as follows:

<b>High Level Budget</b>						
	<b>Category</b>	<b>Description</b>	<b>Dollar Amount (\$)</b>	<b>Dollar Amount (\$)</b>	<b>Dollar Amount (\$)</b>	<b>Notes</b>
				<b>September 2025</b>	<b>February 2026</b>	
	<b>Project Name</b>	<b>Millwood Athletic Facilities Improvement Project</b>	<b>\$50,000.00</b>	<b>\$73,333.35</b> (Increase of \$23,333.35)	<b>\$273,333.35</b> (Increase of \$200,000.00)	
<b>Operational Expenses</b>	<b>Personnel Salaries and Wages</b>	<i>Program directors and assistant directors, teachers, support staff, career or success coaches, translators, workforce development specialists, accessibility specialists, tutors, etc.</i>	\$-	\$-		
	<b>Personnel Fringe Benefits</b>	<i>Employer-paid portions of FICA; Employee insurance and retirement plans; Unemployment and workers' compensation insurance; professional development</i>	\$-	\$-		
	<b>Supplies</b>	<i>Curriculum materials / kits; program supplies</i>	\$-	\$23,333.35 (Increase of \$23,333.35)	\$23,333.35 (No Change)	<i>Athletic Materials</i>
	<b>Advertising and Outreach</b>	<i>Print and digital advertising (e.g. fliers, yard signs, billboards, websites, radio ads, etc.)</i>	\$-	\$-		
	<b>Rent</b>	<i>Cost of rent</i>	\$-	\$-		
	<b>Maintenance and Repair</b>	<i>Cost of maintenance and repairs of equipment</i>	\$-	\$-		
	<b>Services for removing barriers to participation</b>	<i>-Transportation assistance for students (e.g. vouchers for public transportation fares) -Childcare assistance for students -Translation services</i>	\$-	\$-		
	<b>Administrative Cost</b>	<i>Cost of administrative expenses limited to 10% unless Negotiated Indirect Costs Rate Agreement ("NICRA") established.</i>	\$-	\$-		
<b>Capital Expenses</b>	<b>Equipment (Over \$10,000)</b>	<i>General purpose equipment (e.g. motor vehicles enabling transportation assistance for program participants, printing or reproduction technology); Special purpose equipment; Equipment for hands-on learning activities (e.g. ladders, power tools, wiring lab, simulating lab)</i>	\$-	\$-		
	<b>Capital Purchases</b>	<i>Facilities or Land acquisition</i>	\$50,000.00	\$50,000.00 (No Change)	<b>\$250,000.00</b> (Increase of \$200,000.00)	<i>Completion of Softball field, completion of purchase of capital purchases for athletic facilities</i>

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined within the addendum. These additions shall be made valid as if they are included in the original stated contract.

No other terms or conditions of the SUBRECIPIENT contract shall be negated or changed as a result of this here stated addendum.

All promises, requirements, terms, conditions, provisions, representations contained and specified in the original Agreement shall survive and become part of this Addendum unless specifically provided otherwise herein, or unless superseded by applicable Federal law or State statutes.

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

**SUBRECIPIENT**

  
MILLWOOD PUBLIC SCHOOLS

Date: 2/9/24

**BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

\_\_\_\_\_  
CHAIRMAN

**ATTESTED BY: COUNTY CLERK**

\_\_\_\_\_  
[COUNTY CLERK]

Attachment: Original Sub-recipient Agreement to follow

**55I037 MILLWOOD District**6724 N MARTIN LUTHER KING AVE,  
OKLAHOMA CITY, OK 73111-7995

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**Student Enrollment Summary Report**

Effective Date: 10/31/2025 Enrollment Types: P, S, N

Total Race/Ethnicities: 5 of 7 Total Schools: 5

Race/Ethnicity Source: Federal Male/Female/Total: 481/479/960

**Student Population by Race/Ethnicity and Grade Level (Male/Female/Total)****Millwood Arts Academy**

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
05	1/1/2	0/1/1	-	24/34/58	-	0/1/1	5/3/8	30/40/70
06	2/2/4	-	-	39/27/66	-	-	9/4/13	50/33/83
07	1/1/2	-	-	39/35/74	-	-	5/4/9	45/40/85
08	2/1/3	-	-	28/42/70	-	0/1/1	3/6/9	33/50/83
All Grades	6/5/11	0/1/1	-	130/138/268	-	0/2/2	22/17/39	158/163/321

**Millwood Early Childhood Academy**

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
All Grades	-	-	-	-	-	-	-	0/0/0

**Millwood High School**

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
09	2/4/6	1/0/1	-	34/31/65	-	1/0/1	2/6/8	40/41/81
10	3/4/7	1/0/1	-	20/22/42	-	-	5/2/7	29/28/57
11	4/1/5	0/1/1	-	34/22/56	-	-	3/3/6	41/27/68
12	6/3/9	1/0/1	-	25/27/52	-	-	1/2/3	33/32/65
All Grades	15/12/27	3/1/4	-	113/102/215	-	1/0/1	11/13/24	143/128/271

**Millwood PK-4 School**

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
01	3/2/5	-	-	22/28/50	-	0/1/1	3/5/8	28/36/64
02	4/3/7	-	-	17/27/44	-	-	2/6/8	23/36/59
03	3/5/8	-	-	29/26/55	-	-	6/5/11	38/36/74
04	3/2/5	-	-	25/29/54	-	-	2/4/6	30/35/65
KG	2/2/4	-	-	21/20/41	-	-	2/4/6	25/26/51
PK	0/2/2	-	-	30/12/42	-	-	5/5/10	35/19/54
PR	-	-	-	-	-	1/0/1	-	1/0/1
All Grades	15/16/31	-	-	144/142/286	-	1/1/2	20/29/49	180/188/368

**MILLWOOD PUBLIC SCHOOLS**

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
All Grades	-	-	-	-	-	-	-	0/0/0

**Student Population Excluding White not of Hispanic Origin**

School	Total	Percentage
Millwood Arts Academy	319	99.38%
Millwood Early Childhood Academy	0	0
Millwood High School	270	99.63%
Millwood PK-4 School	366	99.46%
MILLWOOD PUBLIC SCHOOLS	0	0
Total	955	99.48%

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<b>2025</b>	<b>Q1</b>	<del>Completion of Softball Field</del>	-	\$50,000.00	-
	<b>Q2</b>	-	Completion of Softball Field	-	\$50,000.00
	<b>Q3</b>	-	Completion of Purchase of Materials	-	\$23,333.35
	<b>Q4</b>	-	-	-	-
<b>2026</b>	<b>Q1</b>	-	-	-	-
	<b>Q2</b>	-	-	-	-
	<b>Q3</b>	-	-	-	-
	<b>Q4</b>	-	-	-	-

4. Reference ATTACHMENT B3: BUDGET is hereby modified to read as follows:

High Level Budget				
	Category	Description	Dollar Amount (\$)	Dollar Amount (\$) September 2025
	<b>Project Name</b>	<b>Pathway to Independence</b>	<b>\$50,000.00</b>	<b>\$73,333.35</b> (Increase of \$23,333.35)
Operational Expenses	<b>Personnel Salaries and Wages</b>	<i>Program directors and assistant directors, teachers, support staff, career or success coaches, translators, workforce development specialists, accessibility specialists, tutors, etc.</i>	\$-	\$-
	<b>Personnel Fringe Benefits</b>	<i>Employer-paid portions of FICA; Employee insurance and retirement plans; Unemployment and workers' compensation insurance; professional development</i>	\$-	\$-
	<b>Supplies</b>	<i>Curriculum materials / kits; program supplies</i>	\$-	\$23,333.35 (Increase of \$23,333.35)
	<b>Advertising and Outreach</b>	<i>Print and digital advertising (e.g. fliers, yard signs, billboards, websites, radio ads, etc.)</i>	\$-	\$-
	<b>Rent</b>	<i>Cost of rent</i>	\$-	\$-
	<b>Maintenance and Repair</b>	<i>Cost of maintenance and repairs of equipment</i>	\$-	\$-
	<b>Services for removing barriers to participation</b>	<i>-Transportation assistance for students (e.g. vouchers for public transportation fares) -Childcare assistance for students -Translation services</i>	\$-	\$-
	<b>Administrative Cost</b>	<i>Cost of administrative expenses limited to 10% unless Negotiated Indirect Costs Rate Agreement ("NICRA") established.</i>	\$-	\$-
Capital Expenses	<b>Equipment (Over \$10,000)</b>	<i>General purpose equipment (e.g. motor vehicles enabling transportation assistance for program participants, printing or reproduction technology); Special purpose equipment; Equipment for hands-on learning activities (e.g. ladders, power tools, wiring lab, simulating lab)</i>	\$-	\$-
	<b>Capital Purchases</b>	<i>Facilities or Land acquisition</i>	\$50,000.00	\$50,000.00 (No Change)

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined within the addendum. These additions shall be made valid as if they are included in the original stated contract.

No other terms or conditions of the SUBRECIPIENT contract shall be negated or changed as a result of this here stated addendum.

All promises, requirements, terms, conditions, provisions, representations contained and specified in the original Agreement shall survive and become part of this Addendum unless specifically provided otherwise herein, or unless superseded by applicable Federal law or State statutes.

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

**SUBRECIPIENT**

*Curtis Woods*  
MILLWOOD PUBLIC SCHOOLS

Date: 10-20-2025

**BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

*Brian Maughan*  
CHAIRMAN

**ATTESTED BY: COUNTY CLERK**

*Marissa Ineat*   
[COUNTY CLERK]

Attachment: Original Sub-recipient Agreement to follow



Oklahoma County, Oklahoma

# Millwood Public Schools, Millwood Athletic Facilities Improvement Project: Memorandum of Understanding

December 2024

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# Memorandum Overview

## Obligation Update

Treasurys [FAQ 17.1](#) clarifies how a recipient may incur an obligation.

- Under the rule adopted in 2021, an “obligation” means an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.
- Under the amendment to the rule adopted in 2023, an obligation also includes a requirement under federal law or regulation or provision of the SLFRF award terms and conditions to which a recipient becomes subject as a result of receiving or expending SLFRF funds.
- Treasury considers an interagency agreement meeting certain conditions to constitute a transaction requiring payment similar to a contract or subaward and therefore an obligation.

Per [FAQ 17.6](#) Treasury considers an interagency agreement, including an agreement in the form of a memorandum of understanding (MOU), to constitute a “transaction requiring payment” similar to a contract or subaward and therefore an obligation for purposes of the SLFRF rule, if the agreement satisfies one of the following conditions:

- it imposes conditions on the use of funds by the agency, department, or part of government receiving funds to carry out the program;
- it governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or
- it governs the procurement of goods or services by one agency, department, or part of government from another

**and** the agreement also satisfies each of the following conditions:

- it sets forth specific requirements, such as a scope of work and project deliverables;
- it is signed by the parties to the agreement, or otherwise evidences that each party has assented to the agreement; and
- it does not disclaim any binding effect or state that it does not create rights or obligations

# **Millwood Public Schools, Millwood Athletics Facilities Improvement Project, Obligation**

## **Memorandum**

To: Department of Treasury  
From: Project Management Office  
Date: 12/20/24

### **I. Introduction**

This project is designed to address the ongoing and evolving needs of communities in the aftermath of the COVID-19 pandemic, a global crisis that has had lasting social, economic, and public health impacts. The COVID-19 pandemic has highlighted and exacerbated pre-existing inequalities, particularly in Title I districts that serve low-income communities. By revitalizing these essential infrastructures, the project aims to provide enhanced educational environments that are crucial for the academic and personal development of students.

Athletic facilities play a significant role in promoting physical health, mental well-being, and social engagement among youth. These improvements are not merely cosmetic but fundamental to fostering a supportive and conducive atmosphere for comprehensive growth. Well-maintained athletic facilities encourage students to participate in physical activities, which have been proven to reduce stress, improve mental health, and boost academic performance. Therefore, the project directly supports the ARPA's goals of mitigating the negative impacts of the pandemic on students' education and well-being. Moreover, upgraded athletic facilities will enable the school to host a variety of community and athletic events, thereby creating opportunities for economic revitalization. These events will draw visitors, generate revenue for local businesses, and strengthen the community's social fabric.

In conclusion, the improvements to Millwood's athletic facilities are a vital investment in the district's infrastructure. They address pressing educational disparities, promote the holistic development of students, and foster community engagement and economic growth, ensuring the long-term prosperity and resilience of Eastside Oklahoma City.

### **II. Project Details**

Millwood Public Schools will utilize the project's support to address long-overdue maintenance and improvements to their athletic facilities. The COVID-19 pandemic has further strained the district's financial resources, making it challenging for the school to independently complete these necessary updates. The maintenance and repair of athletic facilities in schools are often neglected aspects of educational infrastructure. However, their importance cannot be overstated. Athletic facilities, which include gymnasiums, sports fields, swimming pools, and courts, play a crucial role in the physical and psychological development of students. Proper maintenance and timely repairs ensure that these facilities remain safe, functional, and conducive to various physical activities essential for student growth and development.

A school's athletic facilities should cater to all students, including those with disabilities. Proper maintenance and upgrades can ensure that facilities are accessible and inclusive, promoting an environment where every student has the opportunity to participate in physical activities. This inclusivity fosters a sense of community and equality among students. Studies have demonstrated a positive correlation between physical activity and academic performance. Regular exercise improves concentration, memory, and classroom behavior, leading to better academic outcomes for physically active students. Therefore, maintaining athletic facilities supports not only physical well-being but also academic success.

Investing in the maintenance and repair of athletic facilities in schools is fundamental for the holistic development of students. Such investments not only enhance physical health and safety but also promote mental and emotional well-being, foster social skills and teamwork, and support academic performance. Schools that prioritize the upkeep of their athletic facilities are investing in the future success and well-being of their students. Ensuring these spaces are safe, functional, and inclusive is an essential component of providing a comprehensive education that prepares students for all aspects of life.

### **III. Conditions on the Use of Funds**

Through this memorandum the School will abide by the following conditions:

- a. Any funds not expended as authorized under this agreement must be refunded to the County before December 31, 2026.
- b. Any funds that are not expended by December 31, 2026, are subject to recapture by the County for return to the United States Department of the Treasury
- c. The School has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused.
- d. To ensure compliance with the existing ARPA guidelines set forth by the US Treasury, the School shall provide on a quarterly basis to the COUNTY a comprehensive and detailed list of all ARPA-related expenditures on an itemized invoice and shall also provide any backup documentation to support such expenditures. The School will also provide performance updates for all programs to show they are meeting key performance indicators.
- e. The School will comply with all closeout procedures for the awards, including full compliance with the agreement terms and conditions, ARPA, SLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per SLFRF compliance and reporting is 5 years.

### **IV. Provision of Funds**

The Oklahoma Board of County Commissioners has authorized SLFRF to the Millwood Public Schools to cover the cost of re-construction and modernization of the athletic facilities through December 31, 2026.

The funding mechanism is as follows:

- **Total Authorization: \$50,000.00**

- Total Timeframe: December 20, 2024 – December 31, 2026.

These funds are designated to cover the following costs:

- Rebuild and modernize current athletic facilities
- Groundwork and materials costs to demo
- Surface and Equipment Maintenance
- Structural and Surface Repairs
- Preventative maintenance
- Contract implementation and coordination
- Project management
- Tracking and reporting

The Oklahoma Board of County Commissioners and the Millwood Public Schools have agreed to the terms within this Memorandum of Understanding for the continuation of payment to cover County costs associated with re-construction through December 31, 2026, utilizing Project (30205) Millwood Athletic Facilities Improvement Project.

## **V. Scope of Work**

Project 30205: Millwood Athletic Facilities Improvement Project

The Millwood Public Schools agrees to the following project conditions:

- Allocated funds will be used to cover costs incurred by Millwood Public Schools for Maintaining and repairing school athletic facilities, managing groundwork and materials costs, ensuring a smooth transition, coordinating contracts, overseeing project management, and tracking and reporting progress until December 31, 2026.
- Eligible project expenditures will occur from 12/20/2024 – 12/31/2026.
- All funds must be expended by December 31, 2026, or they will be forfeited back to the Department of Treasury.
- The updated total authorized amount for this project **is not to exceed \$50,000.00**. With all funds remaining to expend (\$50,000.00) as of 12/20/2024.

## **VI. Procurement of Goods or Services**

The School will:

- a. Comply with 2 CFR 200 (Uniform Guidance) for accounting standards and cost principles.
- b. Comply with all STATE, COUNTY and 2 CFR 200 laws/rules related to procurement, including the Oklahoma County and 2 CFR 200 standards relating to conflict of interest.
- c. 2 CFR § 200.317 - When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

## VII. Binding Effect

The Oklahoma Board of County Commissioners and the Millwood Public Schools have agreed to the terms within this memorandum of understanding for the continuation of the Millwood Athletic Facilities Improvement Project (30205) until December 31, 2026, with the remaining grant amount of \$50,000.00.

## VIII. Signatures

Date:



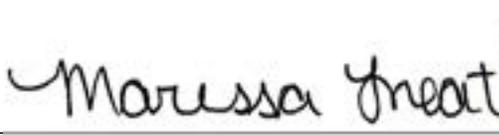
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**MILLWOOD PUBLIC SCHOOLS**  
[AGENCY/DEPARTMENT HEAD]



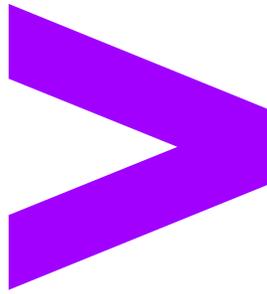
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**BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**  
[CHAIRMAN]



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**ATTESTED BY: COUNTY CLERK**  
[COUNTY CLERK]



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**ARPA SUBRECIPIENT AGREEMENT**

**BOARD OF OKLAHOMA COUNTY COMMISSIONERS  
And  
MILLWOOD PUBLIC SCHOOLS**

**THIS AGREEMENT** is made and entered into by and between the Board of Oklahoma County Commissioners, herein referred to as COUNTY, and MILLWOOD PUBLIC SCHOOLS, herein referred to as SUBRECIPIENT, for the provision of ARPA funding for facilities managed by the SUBRECIPIENT.

**WHEREAS**, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021; and

**WHEREAS**, the American Rescue Plan Act establishes a Coronavirus State and Local Fiscal Recovery Fund (SLFRF) which allocates \$350 billion for state, local, and Tribal governments; and

**WHEREAS**, Oklahoma County accepted \$154 million American Rescue Plan Act funding from the United States Department of the Treasury; and

**WHEREAS**, this agreement is consistent with American Rescue Plan Act guidelines as laid out in the Final Rule which took effect on April 1, 2022; and

**WHEREAS**, the SUBRECIPIENT requests and the COUNTY agrees to provide funding to the SUBRECIPIENT for eligible expenditures under the American Rescue Plan Act; and

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term:** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2026.
2. **Sub-awarding:** For the purposes of this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the SUBRECIPIENT serves as the recipient of a sub-award. This agreement is entered into based on the following representations:
  - a. The SUBRECIPIENT represents that it is fully qualified and eligible to receive these funds per the funding requirements;

- b. The COUNTY received these funds from the federal government, and the COUNTY has the authority to sub-grant these funds to the SUBRECIPIENT upon the terms and conditions outlined below; and
- c. The COUNTY has authority to disburse the funds under this agreement.

The COUNTY agrees to provide financial assistance to the SUBRECIPIENT in an amount not to exceed \$50,000.00.

The SUBRECIPIENT must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) to mitigate financial hardships incurred because of COVID-19 during the Term.

These funds must be spent in accordance with the guidance on the United States Treasury's website <https://home.treasury.gov/policy-issues/coronavirus/assistance-forstate-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

SUBRECIPIENTS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

SUBRECIPIENT is required to review the United States Treasury's website for updates to ensure compliance with the most updated CSLFRF guidance.

3. **COUNTY Responsibilities:** The COUNTY will assume the following duties and responsibilities:
  - a. Follow established processes for reviewing eligibility of all projects receiving American Rescue Plan Act State and Local Fiscal Recovery Funds
  - b. Transfer funding to SUBRECIPIENT upon approval by COUNTY Board of County Commissioners and Budget Board
  - c. Submit reporting on SUBRECIPIENT projects to US Treasury, pending receipt of reporting information from SUBRECIPIENT
4. **SUBRECIPIENT Representatives:** Cecilia J. Robinson-Woods
5. **SUBRECIPIENT Responsibilities:** The SUBRECIPIENT will assume the following duties and responsibilities:
  - a. Submit desired projects for consideration per process established by the County Policy and Governance Committee; However, the COUNTY'S provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY or the Federal government to be ineligible. further acknowledges that the CSLFRF funding may be utilized only for the uses authorized by American Rescue Plan Act. Accordingly, SUBRECIPIENT covenants that the use of the CSLFRF funding by SUBRECIPIENT pursuant to this Agreement is limited to only those uses for which the CSLFRF funding may be utilized under American Rescue Plan Act.
  - b. Comply with 2 CFR 200 (Uniform Guidance) for accounting standards and cost principles

- c. Comply with all STATE, COUNTY and 2 CFR 200 laws/rules related to procurement, including COUNTY and 2 CFR 200 standards relating to conflict of interest
  - d. Provide COUNTY with reporting information on ARPA-related projects as detailed in Reporting section below.
  - e. For capital expenditures, provide written justification as required by the U.S. Treasury's Final Rule.
  - f. For any vendors or subcontractors used by the SUBRECIPIENT, the SUBRECIPIENT must ensure that the vendor or subcontractor adhere to State, County and 2 CFR 200 procurement laws and include any contract language designated by the County.
  - g. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and SUBRECIPIENT shall be solely liable for such expenses and liabilities.
6. **Enforcement:** SUBRECIPIENT certifies that the information provided is complete, accurate, and current demonstrating SUBRECIPIENT'S eligibility to receive the Funds. SUBRECIPIENT is liable for recapture of Funds if any representation made in the reimbursement requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. This Section shall survive the termination of this Agreement.
7. **Recapture of Expenses:** Funds provided by the COUNTY to the SUBRECIPIENT under this agreement are subject to recapture by the COUNTY under the following conditions:
  - a. Any funds that are not expended as authorized under this agreement must be refunded to the COUNTY prior to December 31, 2026.
  - b. Any funds that are not expended by December 31, 2026 are subject to recapture by the COUNTY for return to the United States Department of the Treasury
  - c. The COUNTY'S determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY in full for any expenditures that are later determined by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.
  - d. The SUBRECIPIENT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The SUBRECIPIENT will also report all suspected fraud to the county.
8. **Subrecipient Monitoring:** The SUBRECIPIENT agrees to permit representatives of the COUNTY, the Federal or State government to inspect all records, papers, documents, facilities' goods and services of the SUBRECIPIENT and/or interview any clients, employees, and contractors of the SUBRECIPIENT to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the

law after giving the SUBRECIPIENT reasonable notice. SUBRECIPIENT will rectify noted deficiencies and provide COUNTY with a reasonable and acceptable justification for not correcting noted shortcomings. SUBRECIPIENT'S failure to correct or justify the deficiencies within the time specified by the COUNTY may result in termination of this agreement.

9. **Audit and Record Retention:** The SUBRECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the State Auditor, and the US Treasury as outlined in 2 CFR 200. If it is determined during the course of the audit that the RECIPIENT was provided funds for unallowable costs under this Agreement or any, the RECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request. The SUBRECIPIENT must maintain records and financial documents in compliance with all standards in the ARPA CSLFRF guidance and 2 CFR 200.

Generally, records and financial documents must be maintained for five years after all funds have been expended or returned. The COUNTY or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. SUBRECIPIENT must agree to provide or make available such records to the COUNTY upon request, to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations. The COUNTY may access the SUBRECIPIENT records and financial statements as necessary to conduct monitoring activities.

10. **Reporting:** In order to ensure compliance with the existing ARPA guidelines set forth by the US Treasury, the SUBRECIPIENT shall provide on a quarterly basis to the COUNTY a comprehensive and detailed list of all ARPA-related expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. The SUBRECIPIENT will additionally provide performance updates for all programs to demonstrate that the programs are meeting key performance indicators.

Specifically, the SUBRECIPIENT will provide documentation to the County by January 1, April 1, July 1, and October 1 of each year of the award.

This includes collection of all statistical information as required by the federal government which among other items, may include the following:

- Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
- Brief description of how a recipient's response is related and reasonably proportional to a public health or negative economic impact of COVID-19
- Does this project include a capital expenditure?
- Total expected capital expenditure, including pre-development costs, if applicable
- Type of capital expenditure, based on the following enumerated uses (Collection began in July 2022):
  - COVID-19 testing sites and laboratories, and acquisition of related equipment
  - COVID-19 vaccination sites
  - Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., emergency rooms, intensive care units, telemedicine capabilities for

COVID-19 related treatment)

- Temporary medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
- Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment
- Emergency operations centers and acquisition of emergency response equipment
- Installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities
- Public health data systems, including technology infrastructure
- Adaptations to congregate living facilities, including skilled nursing facilities, other long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities, as well as public facilities and schools (excluding construction of new facilities for the purpose of mitigating spread of COVID-19 in the facility)
- Mitigation measures in small businesses, nonprofits, and impacted industries
- Behavioral health facilities and equipment (e.g., inpatient or outpatient mental health or substance use treatment facilities, crisis centers, diversion centers)
- Technology and equipment to allow law enforcement to efficiently and effectively respond to the rise in gun violence resulting from the pandemic
- Affordable housing, supportive housing, or recovery housing development
- Food banks and other facilities primarily dedicated to addressing food insecurity
- Transitional shelters (e.g., temporary residences for people experiencing homelessness)
- Devices and equipment that assist households in accessing the internet (e.g., tablets, computers, or routers)
- Childcare, daycare, and early learning facilities
- Job and workforce training centers
- Improvements to existing facilities to remediate lead contaminants (e.g., removal of lead paint)
- Medical equipment and facilities designed to address disparities in public health outcomes (includes primary care clinics, hospitals, or integrations of health services into other settings)
- Parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, streetlights, neighborhood cleanup, and other projects to revitalize public spaces
- Rehabilitations, renovation, remediation, cleanup, or conversions of vacant or abandoned properties
- Schools and other educational facilities or equipment to address educational disparities
- Technology and tools to effectively develop, execute, and evaluate government programs
- Technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, improvements to case management systems or data sharing resources), reduce government backlogs, or meet increased maintenance needs

- Number of affordable housing units The National Center for Education Statistics (“NCES”) School ID or NCES District ID. List the School District if all schools within the school district received some funds. If not all schools within the school district received funds, list the School ID of the schools that received funds. These can allow evaluators to link data from the NCES to look at school-level demographics and, eventually, student performance.
- Number of students participating in evidence-based tutoring programs

MILLWOOD PUBLIC SCHOOLS has also elected to track the following KPIs to measure the outcomes and outputs of the project:

- Completed Softball Field

11. **Single Audit Requirements.** SUBRECIPIENT agrees to comply with Single Audit Requirements. This includes ensuring expenses paid for with ERA2 monies met the requirements of Section 501 of Title V of Division N of the Consolidated Appropriations Act, 2021, supporting documentation is appropriate, proper approvals are present, and reimbursements of expenditures are not duplicated across other competing grants.
12. **Closeout:** SUBRECIPIENT will comply will all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, SLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per SLFRF compliance and reporting is 5 years.
13. **Termination:** The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the SUBRECIPIENT.
14. **Denial of Disbarment.** SUBRECIPIENT agrees and herein attests to the fact that neither it nor any of its agents or agencies are currently or have previously been subject to a federal disbarment, suspension or exclusion from federal contracts.
15. **Anti-Lobbying.** SUBRECIPIENT agrees that it or any agent or agency thereof, will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.
16. **Indemnification:** The SUBRECIPIENT agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the SUBRECIPIENT, its officers, directors, employees, and/or agents relating to the SUBRECIPIENT’s performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.
17. **Remedies:** The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on

strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

18. **Equal Opportunity:** SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, and executive orders are incorporated herein by reference.
19. **Survivability:** Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.
20. **Modifications:** This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY.
21. **Entire Agreement:** It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT

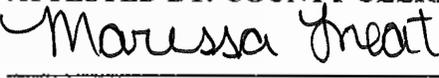
  
MILLWOOD PUBLIC SCHOOLS

Date: 14th Feb 2025

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

  
CHAIRMAN

ATTESTED BY: COUNTY CLERK

  
MARISSA INEART



[COUNTY CLERK]

## ATTACHMENT A: RISK-BASED SUBRECIPIENT MONITORING

This recipient is **Low RISK**

- i. All standard processes, as outlined in the Final Rule, are permitted.
- ii. **Random sampling of expenditures** for supporting documentation/detail should be conducted at least once per year.
- iii. Agency must send reminders to the entity of federal single audit requirements.
  - i. **If the Agency subaward to the entity is \$750,000 or more, subrecipient must complete a federal single audit** and Agency is responsible for confirming the entity completes a federal single audit. If the entity does not complete the federal single audit, they are in violation of federal compliance requirements and corrective action must be taken.
  - ii. **If Agency subaward to the entity is less than \$750,000**, Agency should still notify the entity of the requirement as the \$750,000 threshold is a cumulative of all federal funds an entity receives during the entity's fiscal year. Agency must verify if an entity is required to perform a federal single audit by checking the total of federal awards made to an entity through [www.usaspending.gov](http://www.usaspending.gov). Corrective action is needed if the federal single audit threshold is met but the entity has not completed a federal single audit.

## ATTACHMENT B1: 30205 PROJECT DETAILS

Project: Millwood Athletic Facility Project

Description: Millwood Public Schools will utilize the project's support to address long-overdue maintenance and improvements to their athletic facilities, with a special focus on their softball field.

The COVID-19 pandemic has further strained the district's financial resources, making it challenging for the school to independently complete these necessary updates. The maintenance and repair of athletic facilities in schools are often neglected aspects of educational infrastructure. However, their importance cannot be overstated. Athletic facilities, which include gymnasiums, sports fields, swimming pools, and courts, play a crucial role in the physical and psychological development of students. Proper maintenance and timely repairs ensure that these facilities remain safe, functional, and conducive to various physical activities essential for student growth and development.

A school's athletic facilities should cater to all students, including those with disabilities. Proper maintenance and upgrades can ensure that facilities are accessible and inclusive, promoting an environment where every student has the opportunity to participate in physical activities. This inclusivity fosters a sense of community and equality among students. Studies have demonstrated a positive correlation between physical activity and academic performance. Regular exercise improves concentration, memory, and classroom behavior, leading to better academic outcomes for physically active students. Therefore, maintaining athletic facilities supports not only physical well-being but also academic success.

Investing in the maintenance and repair of athletic facilities in schools is fundamental for the holistic development of students. Such investments not only enhance physical health and safety but also promote mental and emotional well-being, foster social skills and teamwork, and support academic performance. Schools that prioritize the upkeep of their athletic facilities are investing in the future success and well-being of their students. Ensuring these spaces are safe, functional, and inclusive is an essential component of providing a comprehensive education that prepares students for all aspects of life.

Expense Type: Capital Purchase

Amount: \$50,000.00

ATTACHMENT B2: PROJECT MILESTONES

<b>Expenditure Timeline</b>			
		<b>Expected Progress</b>	<b>Spending (\$ Amount)</b>
<b>2024</b>	<b>Q1</b>		
	<b>Q2</b>		
	<b>Q3</b>		
	<b>Q4</b>		
<b>2025</b>	<b>Q1</b>	Full Completion of progress	50,000.00
	<b>Q2</b>		
	<b>Q3</b>		
	<b>Q4</b>		
<b>2026</b>	<b>Q1</b>		
	<b>Q2</b>		
	<b>Q3</b>		
	<b>Q4</b>		

ATTACHMENT B3: BUDGET

<b>High Level Budget</b>				
	<b>Category</b>	<b>Description</b>	<b>Dollar Amount (\$)</b>	<b>Notes</b>
	<b>Project Name</b>	<i>Millwood Softball Field</i>		
<b>Operational Expenses</b>	<b>Personnel Salaries and Wages</b>	<i>Program directors and assistant directors, teachers, support staff, career or success coaches, translators, workforce development specialists, accessibility specialists, tutors, etc.</i>	\$ -	
	<b>Personnel Fringe Benefits</b>	<i>Employer-paid portions of FICA; Employee insurance and retirement plans; Unemployment and workers' compensation insurance; professional development</i>	\$ -	
	<b>Supplies</b>	<i>Curriculum materials / kits; program supplies</i>	\$ -	
	<b>Advertising and Outreach</b>	<i>Print and digital advertising (e.g. fliers, yard signs, billboards, websites, radio ads, etc.)</i>	\$ -	
	<b>Rent</b>	<i>Cost of rent</i>	\$ -	
	<b>Maintenance and Repair</b>	<i>Cost of maintenance and repairs of equipment</i>		
	<b>Services for removing barriers to participation</b>	<i>-Transportation assistance for students (e.g. vouchers for public transportation fares) -Childcare assistance for students -Translation services</i>	\$ -	
	<b>Administrative Cost</b>	<i>Cost of administrative expenses limited to 10% unless Negotiated Indirect Costs Rate Agreement ("NICRA") established.</i>	\$ -	

<b>Capital Expenses</b>	<b>Equipment (Over \$10,000)</b>	<i>General purpose equipment (e.g. motor vehicles enabling transportation assistance for program participants, printing or reproduction technology); Special purpose equipment; Equipment for hands-on learning activities (e.g. ladders, power tools, wiring lab, simulating lab, etc.)</i>	\$ -	
	<b>Capital Purchases</b>	<i>Facilities or Land acquisition</i>	\$ 50,000.00	