

ARPA SUBRECIPIENT AGREEMENT

BOARD OF OKLAHOMA COUNTY COMMISSIONERS
And
OKLAHOMA COUNTY PUBLIC BUILDINGS AUTHORITY

This agreement is made and entered into by and between the Board of Oklahoma County Commissioners, herein referred to as COUNTY, and the Oklahoma County Public Buildings Authority, 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 **\$15,389,601.75**.

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 COVID19 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-for-state-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: Public Buildings Authority Trustees and support staff
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 21, 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 invoice must include an attestation, signed by the SUBRECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US Treasury. 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.
11. Closeout: SUBRECIPIENT will comply with 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.
12. Termination: The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the SUBRECIPIENT.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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

Oklahoma County Public Buildings Authority

Date: _____

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

CHAIRMAN

ATTESTED BY: COUNTY CLERK

[COUNTY CLERK]

ATTACHMENT A: RISK-BASED SUBRECIPIENT MONITORING

This section includes details of the subrecipient monitoring based on assessment and evaluation that the subrecipient is in the low-risk category.

Low-Risk Monitoring Plan

- i. All standard processes, as outlined in this document, 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. 1. 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. 2. 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. Corrective action is needed if the federal single audit threshold is met but the entity has not completed a federal single audit.

ATTACHMENT B1: 10064 PROJECT DETAILS

Project: Emergency Operations Center - Krowse

Description: A new emergency operations center in the PBA-operated Krowse Building. Amount:
\$6,168,000.00

ATTACHMENT B2: 10121 PROJECT DETAILS

Project: Elevator Replacement - ICB

Description: A full elevator replacement in the PBA-operated Investors Capital Building. Amount:
\$1,672,000.00

ATTACHMENT B3: 10122 PROJECT DETAILS

Project: Elevator Replacement – Metro 1

Description: A full elevator replacement in the PBA-operated Metro 1 Parking Garage. Amount:
\$1,692,000.00

ATTACHMENT B4: 10123 PROJECT DETAILS

Project: Elevator Replacement – Metro 2

Description: A full elevator replacement in the PBA-operated Metro 2 Parking Garage. Amount:
\$1,836,000.00

ATTACHMENT B5: 10129 PROJECT DETAILS

Project: Sheriff Camera System Upgrades

Description: The installation of security cameras in PBA buildings to be operated by the Sheriff's Office.

Amount: \$521,601.75

ATTACHMENT B6: 10133 PROJECT DETAILS

Project: DA Offices ICB floors 1-5

Description: ICB buildout of floors 1-5 to accommodate Oklahoma County District Attorney's offices & operations.

Amount: \$3,500,000.00

ATTACHMENT C: ARPA PROJECT ATTESTATION

OKLAHOMA COUNTY PURCHASING
ARPA COMPLIANCE

320 Robert S. Kerr, Ste. 117
Oklahoma City, OK 73102

Date:
Department:
Project:
Description:

I certify that I have reviewed ARPA eligible expenditures and all aspects of this project are consistent with the provisions of ARPA Final Rule. The funds allocated from ARPA for this project will only be used for the purposes laid out in ARPA, including addressing public sector capacity, responding to the public health and economic impacts of COVID-19, providing premium pay for essential workers affected by the COVID-19 pandemic, and investing in critical water, sewer, and broadband infrastructure. I understand use of ARPA funds for non-eligible purposes may result in the return of the funds to the County and/or US Treasury.

SUBRECIPIENT

_____ Date: _____
Oklahoma County Public Buildings Authority

Acknowledgement

State of Oklahoma)
) ss.
County of Oklahoma)

Before me, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 2022, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of _____, as its _____, and as a free and voluntary act and deed of said entity for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written.

Notary Public _____

My commission expires: _____

My commission number: _____