

GRANT PROVISION AGREEMENT  
between  
OKLAHOMA COUNTY  
and  
CITY of NICHOLS HILLS

This agreement is made and entered into by and between Oklahoma County, herein referred to as COUNTY, and the CITY of NICHOLS HILLS, herein referred to as GRANTEE, for the provision of funding for radio system service fees for the GRANTEE.

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 GRANTEE requests and the COUNTY agrees to provide funding to the GRANTEE 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 January 1, 2025 and shall terminate on December 31, 2026. This Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice of such termination. On the termination of this Agreement, either by completion of the grant period, termination of the calendar year for which the Agreement is written, or written 30-day notification, the CITY of NICHOLS HILLS shall return any unused System Access Funding and prepare for a full fiscal audit of the funds provided and proof of any paid or unpaid funds.

2. Sub-awarding: For the purposes of this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the GRANTEE serves as the recipient of a sub-award. This agreement is entered into based on the following representations:
  - a. The GRANTEE 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 GRANTEE 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 GRANTEE in an amount not-to-exceed \$21,005.28, (see Attachment C). The GRANTEE 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>

GRANTEES 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.

GRANTEE 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 GRANTEE upon approval by COUNTY Board of County Commissioners and Budget Board
  - c. Submit reporting on GRANTEE projects to US Treasury, pending receipt of reporting information from GRANTEE
4. GRANTEE Representatives: Kevin Boydston, Fire Chief, CITY of NICHOLS HILLS
5. GRANTEE Responsibilities: The GRANTEE will assume the following duties and responsibilities:
  - a. GRANTEE covenants that the use of the CSLFRF funding by GRANTEE 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 any vendors or subcontractors used by the GRANTEE, the GRANTEE 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.
  - f. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and GRANTEE shall be solely liable for such expenses and liabilities.
6. Enforcement: GRANTEE certifies that the information provided is complete, accurate, and current demonstrating GRANTEE'S eligibility to receive the Funds. GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The GRANTEE will also report all suspected fraud to the county.
8. GRANTEE Monitoring: The GRANTEE agrees to permit representatives of the COUNTY, the Federal or State government to inspect all records, papers, documents, facilities' goods and services of the GRANTEE and/or interview any clients, employees, and contractors of the GRANTEE to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the

GRANTEE reasonable notice. GRANTEE will rectify noted deficiencies and provide COUNTY with a reasonable and acceptable justification for not correcting noted shortcomings. GRANTEE'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 GRANTEE 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 GRANTEE 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. GRANTEE 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 GRANTEE 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 GRANTEE shall provide on a quarterly basis to the COUNTY a comprehensive and detailed list of all ARPA-related expenditures on an itemized invoice reflecting payment and shall also provide any backup documentation to support such expenditures. The invoice must include an attestation, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US Treasury. The GRANTEE will additionally provide performance updates for all programs to demonstrate that the programs are meeting key performance indicators.  
Specifically, the GRANTEE will provide documentation to the County by January 1, April 1, July 1, and October 1 of each year of the award.
11. Closeout: GRANTEE 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 GRANTEE.
13. Indemnification: The GRANTEE 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 GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE'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 GRANTEE, 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 GRANTEE.
15. Equal Opportunity: GRANTEE 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.
19. Radio License Agreement: Communication system access will be pursuant to a separate formal Agreement between the recipient jurisdiction and the City of Oklahoma City referred to as a "Radio License Agreement." Oklahoma County is not a party to this portion of the communication system project.

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

**GRANTEE**

APPROVED AND AGREED TO by the City of Nichols Hills this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BY: \_\_\_\_\_, City Manager

Printed Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_, City Clerk

**OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
**Member**

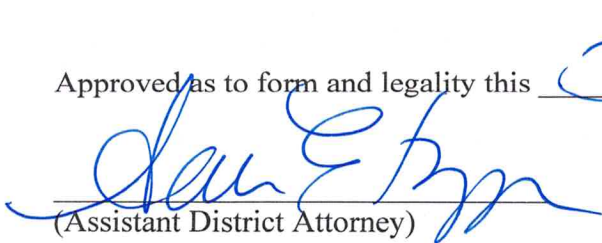
\_\_\_\_\_  
**Member**

\_\_\_\_\_  
**Member**

**ATTESTED BY: COUNTY CLERK**

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

Approved as to form and legality this 3 day of April, 2025.

  
(Assistant District Attorney)

## ATTACHMENT A: PROJECT DETAILS

The **Oklahoma County First Responder Communications Project** is intended to help eliminate threatening disparities between the radio communications systems utilized by emergency First Responders in Oklahoma County, while greatly improving responder safety and overall emergency response efficacy. Specifically, this project is intended to provide essential radio equipment for some identified jurisdictions and disciplines, and the ability to migrate to the common communications platform of the Oklahoma City 800MHz radio system.

The identified jurisdictions, agencies, and departments covered by this Agreement receiving radio system access funding agree to the provisions as evidenced by acceptance and applicable signatures affixed to this document. System access funding is awarded on the basis of geographic location within Oklahoma County and the existing interagency cooperation in the provision of public safety services.

For the purposes of this Agreement, the Oklahoma County First Responder Communications Project provides System Access Funding – to be remitted to the City of Oklahoma City for access and associated services related to their L3 Harris 800 MHz Trunked Radio System.

ATTACHMENT B: ARPA PROJECT ATTESTATION

OKLAHOMA COUNTY PURCHASING  
ARPA COMPLIANCE

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

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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.

GRANTEE

APPROVED AND AGREED TO by the City of Nichols Hills this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BY: \_\_\_\_\_, Mayor

Printed Name \_\_\_\_\_

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 \_\_\_\_\_, 2025, 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: \_\_\_\_\_



ATTACHMENT C: CITY of NICHOLS HILLS SPECIFIC SERVICE FEES

<b>Access Fees Number of Radios</b> <b>Fire/Rescue Departments</b> <b>For period 1-1-25 to 6-30-27*</b>				
<b>Fire Department</b>	<b>Usage Fees</b>	<b>Usage Fees</b>	<b>Cap.Repl.Alloc.Fee</b>	<b>Total Per Period</b>
<b>Nichols Hills</b>	<b>Handhelds</b>	<b>Mobiles</b>	<b>Total # of Radios</b>	
Usage Fees & Capital Replacement Allocation Fee THIS IS A HALF-FY <b>Period of 1/1/2025 - 6/30/2025</b>	\$1,175.76	\$846.0	\$3,510.00	<b>\$5,531.76</b>
Usage Fees & Capital Replacement Allocation Fee <b>Period of 7/1/2025 - 6/30/2026</b>	\$2,422.08	\$1,742.40	\$3,510.00	<b>\$7,674.48</b>
Usage Fees & Capital Replacement Allocation Fee <b>Period of 7/1/2026 - 6/30/2027</b>	\$2,494.08	\$1,794.96	\$3,510.00	<b>\$7,799.04</b>
			<b>GRAND TOTAL</b>	<b>\$21,005.28</b>

\*Jurisdictions must have paid for  
FY 27 PRIOR TO 12-31-26