ARPA SUBRECIPIENT AGREEMENT

BOARD OF OKLAHOMA COUNTY COMMISSIONERS
And
OKLAHOMA COUNTY CRIMINAL JUSTICE 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 Criminal Justice 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, 2024.
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 $ 5,685,263.25. 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-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:
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 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.
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

_____ Date: _____

Oklahoma County Criminal Justice Authority

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

_____

CHAIRMAN

ATTESTED BY: COUNTY CLERK

_____

[COUNTY CLERK]

ATTACHMENT A: RISK-BASED SUBRECIPIENT MONITORING

i. County must send reminders to the entity of federal single audit requirements.

1. If the County subaward to the entity is $750,000 or more, subrecipient must complete a federal single audit and County 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 County subaward to the entity is less than $750,000, County 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. County 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.

i. Payments made on reimbursement basis only and reviewed for allowability.

ii. Random sampling of expenditures for supporting documentation/detail should be conducted **at least quarterly**.

ATTACHMENT B1: 10073 PROJECT DETAILS

Project: Heat and Air System

Description:

1. Digitally balance the Siemens system: this entails tracking, identifying, and labeling where each duct, wire, and sensor are located. As the system stands now, most thermostats do not control the corresponding damper. The thermostat in Office A might control the ventilation to Office B. Keeping the temperatures within Health Department regulations and venting covid areas is currently trial and error of adjusting blind damper positions. The department is currently spending approximately $150,000 annually in labor costs to attempt to maintain the temperature and ventilation.

2. Replace existing rusted dampers throughout the facility. Due to the lack of proper balancing, many existing dampers have rusted in place, unable to be moved to adjust temperature. Expense Type: Capital expenditure for building infrastructure

Amount: $2,100,000.00

ATTACHMENT B2: 10074 PROJECT DETAILS

Project: Roof Replacement

Description: Full replacement of the roof to prevent further water damage due to leaks from the newly installed HVAC system.

Expense Type: Capital expenditure for building infrastructure

Amount: $480,000.00

ATTACHMENT B3: 10077 PROJECT DETAILS

Project: Loading Dock Updates

Description: Replacement of the overhead doors of the loading dock which are beginning to fall and will impact facility's access to supplies. Additionally, the dock ramp will need to be replaced.

Expense Type: Capital expenditure for building infrastructure

Amount: $164,400.00

ATTACHMENT B4: 10078 PROJECT DETAILS

Project: Sealing Existing Metal Roof

Description: Sealing the roof to prevent further water damage due to leaks from the newly installed HVAC system until roof can be replaced.

Expense Type: Capital expenditure for building infrastructure

Amount: $30,000.00

ATTACHMENT B5: 10079 PROJECT DETAILS

Project: Network Infrastructure Upgrade

Description:

In order to support the continually growing environment created by added technologies to support and mitigate against the spread of COVID-19 and other viruses, upgraded network infrastructure is needed.

These upgrades include continuation of remote meeting capabilities by addressing network traffic volume sustainability. Additionally, technology was procured during the pandemic to establish reliable video visitation functionality.

The detention center deployed video conference units on each floor of the facility with the purpose of conducting arraignments with judges remotely. Remote meeting functions have also been adapted for CVI (contact visit w/ Investigator) and attorney visitation when possible

Lastly, this upgrade allows for updating the camera system with contract tracing analytics. This project would upgrade the current infrastructure to include added redundancy and resiliency, increased bandwidth, increased security analytics and response software, and 2 hired staff to support the increased infrastructure workload.

Expense Type: Ongoing capital expenditure for infrastructure

Amount: $1,810,808.00

ATTACHMENT B6: 10080 PROJECT DETAILS

Project: Avigilon System Upgrade

Description: Upgraded the camera system to a version that includes COVID-19 response analytics and contact tracing. The system has the capability to follow individuals throughout the facility and will mark other individuals who come into contact and follow their movements through the facility as well.

Expense Type: Capital expenditure reimbursement

Amount: $479,964.18

ATTACHMENT B7: 10081 PROJECT DETAILS

Project: COVID-19 Testing

Description: For 3200 tests. The detention center tests all new inmates early in the intake process. This allows for identification of positive cases quickly and prevents exposure to other inmates and staff.

Quick identification of positive cases also allows the detention center to provide medical treatment quickly and isolation individuals to prevent spread.

Expense Type: Reimbursement

Amount: $171,024.97

ATTACHMENT B8: 10083 PROJECT DETAILS

Project: PPE

Description: The purchase of disposable face masks and disposable gloves from 9/3/21-4/21/22. The disposable face masks are used to help prevent the spread of COVID-19. These are worn by detainees and staff.

The disposable gloves are used by staff and detainees to clean pods, cells, etc. Staff also use them to do pat searches and dispose of gloves after each pat search to help prevent the spread of COVID.

Expense Type: Reimbursement

Amount: $71,617.10

ATTACHMENT B9: 10084 PROJECT DETAILS

Project: Quarantined Pod

Description: The quarantined pod is utilized for new residents coming into the county jail. This is from 1/1/2022-5/31/2022. The quarantined pod is provided with 100 matts, 100 sheets, 100 blankets, and clothing for all new detainees. These are all new and have not been used by any other detainee. The detainees are stationed in the quarantined pod for 5 days and then tested for COVID. If test is negative, they transfer to general population.

Expense Type: Reimbursement

Amount: $58,530.00

ATTACHMENT B10: 10087 PROJECT DETAILS

Project: LiveScan Fingerprint

Description: The LiveScan fingerprint machine is utilized to expedite the intake process. By expediting the intake process, it allows the jail to facilitate social distancing by preventing a backlog of detainees at intake.

Expense Type: Capital expenditure reimbursement

Amount: $17,577.00

ATTACHMENT B11: 10088 PROJECT DETAILS

Project: Full Body Scanner

Description: This body scanner was purchased to help bypass some manual body searches. The officers in receiving can put a new detainee through the body scanner and detect any contraband. This body scanner is more efficient that officers doing a manual pat search and keeps the contact with someone that could be COVID positive to a minimal amount.

Expense Type: Capital expenditure reimbursement

Amount: $137,500.00

ATTACHMENT B12: 10089 PROJECT DETAILS

Project: Deep Cleaning

Description: Outside cleaning company services were used to deep clean all the pod offices and elevators. The chemical used is medical grade and kills COVID. With these pod offices and elevators deep cleaned then the jail employees will be able to upkeep the cleaning of them in the future.

Expense Type: Reimbursement

Amount: $4,915.00

ATTACHMENT B13: 10098 PROJECT DETAILS

Project: COVID-19 Amendment

Description: The district judge requires that until further notice, the medical team must perform Covid-19 testing on all inmates within the initial 5 days of intake and prior to all court hearings.

This is to cover expenses pay to TurnKey Health in the amount of $12,391.66 each month fortesting services and supplies from 9/1/22 to 6/30/23.

Expense Type: Forward-looking reimbursement

Amount: $123,916.00

ATTACHMENT B14: 10100 PROJECT DETAILS

Project: COVID-19 PPE – Nitrile Gloves

Description: Gloves are used to prevent the spread of COVID-19. They provide a barrier to employees and are essential in ensuring the continuation of services.

Expense Type: Reimbursement

Amount: $9,477.00

ATTACHMENT B15: 10101 PROJECT DETAILS

Project: COVID-19 Disposable Face Mask

Description: 6,000 masks. Face masks are used to prevent the spread of COVID-19. PPE provides a barrier to employees and is essential in ensuring they continue providing their service.

Expense Type: Reimbursement

Amount: $780.00

ATTACHMENT B16: 10116 PROJECT DETAILS

Project: COVID-19 Amendment-2 (07/01/22 – 08/31/22)

Description: The district judge requires that until further notice, the medical team must perform Covid-19 testing on all inmates within the initial 5 days of intake and prior to all court hearings.

This is to cover expenses pay to TurnKey Health in the amount of $12,391.66 each month for testing services and supplies from 7/1/22 to 8/31/22

Expense Type: Reimbursement

Amount: $24,784.00

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 Criminal Justice 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: _____