

**OKLAHOMA WATER RESOURCES BOARD
AMERICAN RESCUE PLAN ACT GRANT AGREEMENT
between City of Midwest City, Oklahoma County
and Oklahoma Water Resources Board**

I, Mr. Matthew Dukes II, duly authorized Mayor of the City of Midwest City, Oklahoma County (hereinafter "Recipient"), do hereby accept and acknowledge said grant according to the terms of this American Rescue Plan Act ("ARPA" or the "Act") Grant Agreement.

In accepting said grant, Recipient duly acknowledges and agrees in all regards and respects that the Oklahoma Water Resources Board (the "Board") is a Subrecipient of a grant made available under the Act from the United States Treasury and the Recipient is a secondary subrecipient of such grant and, as such, Recipient must and shall comply with the requirements of all applicable federal and state statutory provisions and all Board rules, regulations and ARPA applicable grant policies including but not limited to: American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021), 2 CFR 200 et seq, local, state and federal labor laws, and other relevant provisions in the list attached hereto as "**Attachment 2**". Without limiting the generality of the foregoing, the applicant agrees as follows:

1. **Description of approved project.** This grant has been approved by the Board for Recipient's project which is to develop a master plan for the city's infrastructure, and to construct two 12-inch potable pipelines as well as other related expenses (the "Project"), as provided in the Board's Order Approving ARPA Award attached hereto as "**Attachment 1**" and incorporated by reference herein.
2. **Determination of amount of grant and assurance of adequate funding.** The amount of this grant shall not exceed the amount of two million dollars only (\$2,000,000.00). The Recipient shall ensure that adequate funding is in place to complete the Project. In the event that this grant alone, is for any reason insufficient to complete the Project, the Recipient shall obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of the Project.
3. **Creation and maintenance of separate accounting.** As a prerequisite to receiving grant money from the Board, Recipient shall establish and maintain separate accounting for said ARPA funds in a federally insured account.
4. **Expenditure of money in grant account only for authorized Project purposes.** The Board shall disburse proceeds of the grant to the Recipient only for incurred eligible project costs dated from March 3, 2021 and after in accordance with ARPA procedures. The Recipient shall submit certified requests for disbursement of funds proceeds to the Board on ARP-271 forms. The requests shall be accompanied by such invoices or other documentation as may be required by the Board to demonstrate that such amounts have been incurred by or on behalf of the Recipient for the payment of project costs. Upon

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approval by the Board Staff, the Board shall provide for disbursement of that portion of the funds to the Recipient in an expeditious and timely manner. The Recipient covenants and agrees that all disbursements of funds received shall be immediately and expeditiously transferred or paid out, as appropriate, for payment of Project costs as specified by the Recipient on the corresponding ARP-271 form. ARPA Grant funds cannot be expended for reimbursement of products or services originally procured with other federal or state grant funds.

5. **Expiration of Approval.** All reimbursement invoices for eligible project activities must be received by the Board by August 31, 2026 unless extended in writing by the Board. If an acceptable reimbursement request is not received on or before August 31, 2026, and there is no notice of extension by the Board then the approval of this grant shall expire, and no further grant funds will be released to Recipient.
6. **De-obligation of unexpended grant money.** Upon completion of the project, the Recipient agrees to provide to the Board with a copy of a certification in such form as is acceptable to the Board regarding completion of the project and quantification of any unexpended funds. Thereafter, the Board will de-obligate any such unexpended funds.
7. **Single Audit.** If a Single Audit is required, Subrecipient will submit a copy of the audit report to the State of Oklahoma within 9 months from the end of Subrecipient's fiscal year. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F.
8. **Record Retention.** The Recipient agrees to maintain and make available to the State of Oklahoma and/or US Department of Treasury, upon request, all documents, and financial records sufficient to establish compliance with ARPA, including but not limited to those examples of records described in Attachment 2. Recipient shall maintain and retain its financial records, supporting documents, statistical records, and all other records pertinent to this Grant for seven (7) years after all funds have been expended, and longer if any litigation, claims, or audit is started before the end of that seven (7) year period; in which case, records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action has been taken. If the U.S. Department of Treasury requests transfer of any of Recipient's records to it, Recipient must collect and transmit all required records to Treasury within the time allowed by Treasury in the request and in the format required in section 2 CFR § 200.336 of the Uniform Guidance (as defined in Attachment 2).
9. **Remedies.** In the event of non-compliance, the OWRB has the authority to withhold disbursements of grant funds pending correction of the non-compliance, terminate the grant, recover from the Recipient grant funds expended by the Recipient for anything other than approved Project costs, or other remedies available by law.
10. **SAM.Gov Registration.** Recipient is registered with the U.S System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS)

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number or Unique Entity Identifier (UEI) listed is the correct such number for the Recipient as of the date hereof.

11. **Federal Requirements.** The Recipient may be subject to additional requirements as may be directed by OWRB in accordance with ARPA and associated procedures for implementing provisions of the Act.

In consideration of the Recipient's agreement to these terms and conditions, Recipient has entered and signed this American Rescue Plan Act Grant Agreement this 14 day of November, 2023.



**City of Midwest City, Oklahoma County,
Oklahoma**

ATTEST:

By: Sara Hancock

Title: City Clerk

By: Mr. Matthew Dukes II
Mr. Matthew Dukes II, Mayor

(BOARD SEAL)

ATTACHMENT 1

OWRB BOARD ORDER APPROVING AWARD
OF AMERICAN RESCUE PLAN ACT GRANT
[Following pages]

**PLEASE RETAIN THE FOLLOWING
BOARD ORDER FOR YOUR RECORDS**

ATTACHMENT 2

Recipient confirms understanding it is a Recipient of State Fiscal Recovery Funds, and agrees to comply with applicable federal compliance, reporting, and contract requirements, including but not limited to:

FEDERAL LAWS

American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021), as amended.

2 CFR 200 *et seq.* Specific sections include but are not limited to:

- the property standards found in 2 CFR § 200.310 through 2 CFR § 200.316 if applicable,
- the procurement standards found in 2 CFR §200.317 through 2 CFR §200.327
- financial monitoring and reporting requirements found in 2 CFR§ 200.328 to 2 CFR§ 200.330 regarding oversight of information and information collection
- record retention found in Section 2 CFR §200.334 through 2 CFR §200.338
- audit requirements found in Sections 2 CFR §200.500 through 2 CFR §200.520

US Department of Treasury Final Rule, Coronavirus State and Local Fiscal Recovery Funds, 87 Fed. Reg. 4338, January 27, 2022 and all other applicable federal rules, policies, guidance, procedures, and directives including Reporting and Compliance Guidance, as may be amended.

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total federal funds in their fiscal year.

Uniform Guidance (2 CFR Part 200), including Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

Davis Bacon Act, 40 U.S.C. §3141 and related Regulations for projects \$10 million or over
For projects over \$10 million (based on expected total cost):

a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project.
- The number of employees on the project hired directly and hired through a third party.

- The wages and benefits of workers on the project by classification; and whether those wages are at rates less than those prevailing.
- Recipients must maintain sufficient records to substantiate this information upon request.

Applicable US Department of Treasury guidance (as may be amended from time to time).

STATE LAWS

The Oklahoma Competitive Bidding Act of 1974, 61 Okla. Stat. §101 *et seq.*

The Oklahoma Consultant Act 61 Okla. Stat. §60 *et seq.* regarding procurement of engineering and architectural services for the Project.

EXAMPLES OF RECORDS TO BE RETAINED

- a. General ledger and subsidiary ledgers used to account for (a) the receipt of grant payments and (b) the disbursements from such payments to meet eligible expenses
- b. Budget records;
- c. Payroll, time records, human resource records to support costs incurred for payroll expenses related to the Grant.
- d. Receipts of purchases made related to the Grant;
- e. Contracts and subcontracts entered into using grant payments and all documents related to such contracts;
- f. Grant agreements and grant subaward agreements entered into using grant payments and all documents related to such awards;
- g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
- h. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- i. All internal and external email/electronic communications related to use of grant payments; and
- j. All investigative files and inquiry reports involving grant payments.