

## ARPA SUBRECIPIENT AGREEMENT

This ARPA Subrecipient Agreement ("Agreement") is dated as of the 10<sup>th</sup> day of January, 2023, by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and the Rose Rock Habitat for Humanity, a not-for-profit Oklahoma corporation ("Subrecipient").

WHEREAS, the U.S. Department of Treasury ("Treasury") has allocated to the City \$22,245,542 of federal stimulus money from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 ("ARPA Funds") under Section 803(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA"), for the limited purposes identified in the Coronavirus State and Local Fiscal Recovery Funds Final Rule ("Final Rule") effective April 1, 2022, and the Compliance and Reporting Guidelines for State and Local Fiscal Recovery Funds ("Compliance and Reporting Guidelines") dated February 28, 2022; and

WHEREAS, the ARPA authorizes the City to expend ARPA funds awarded to the City for a program, service, capital expenditure, or other assistance that responds to disproportionately impacted populations; and programs or services that respond to the public health emergency and the negative impacts of the pandemic (Final Rule, Section 35.6(b)(3)(ii)(B)(2)); and

WHEREAS, the City has identified non-profit support as a desired use of a portion of the ARPA Funds; and

WHEREAS, the City Council authorized funds to be used as grants for local nonprofits; and

WHEREAS, the City entered into a contract on September 13, 2022 with United Way to administer the application and review process; and

WHEREAS, United Way received 34 applications and during the review process the United Way ARPA Impact Council recommended that grants be provided to 20 non-profits; and

WHEREAS, City and Subrecipient desire to enter into this Agreement so that the City may provide ARPA Funds for appropriate and qualifying expenditures of grant funds advanced to the Subrecipient by the City for the provision of services to address the negative impacts of the pandemic.

NOW, THEREFORE, in consideration of the above and foregoing, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until March 31, 2027 unless terminated by the City in writing.
2. ARPA Funds. The City agrees to provide the Subrecipient a total sum not to exceed \$160,000 within 30 days of the effective date of this Agreement to be used for qualifying expenses under the Final Rule related to services addressing the negative impacts of the pandemic on the condition that the funds are obligated by December 31, 2024 and expended by December 31, 2026.

3. Subrecipient's Use of ARPA Funds. The Subrecipient shall ensure that ARPA Funds requests are necessary to respond to the negative impacts of the public health emergency as provided in the Final Rule.
  - a. General Standards. Subrecipient must satisfy the requirements for all uses under the public health emergency and negative pandemic impacts eligible use category under the Final Rule, including identifying an impact or harm and designing a response to the identified impact or harm. Responses must be reasonably designed to benefit the individual or class that experienced the impact or harm and must be related and reasonably proportional to the extent and type of impact or harm.
  - b. Use of Funds Consistent with Application. Subrecipient must use the funds for the purposes and uses described in its City of Norman ARPA Funding Application, attached hereto as Exhibit A.
4. Ineligible Uses. Non-allowable uses of ARPA Funds include, but are not limited to, the following: (a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces a tax or delays the imposition of any tax or tax increase; (b) damages covered by insurance; (c) usage of funds as a deposit into any pension fund; (d) expenses that have been or will be reimbursed under any federal program; (e) debt service costs; (f) contribution to a "rainy day" fund or other replenishment of financial reserves; (g) legal settlements and judgments; (h) usage of funds for programs, services, or capital expenditures that include a term or condition that undermines efforts to stop the spread of COVID-19 as set forth in the Center for Disease Control's guidelines and recommendations; and (i) usage of funds in violation of the conflict of interest requirements contained in the Award Terms and Conditions of the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules.
5. Reporting Requirements. Subrecipient must submit quarterly Project and Expenditure Reports to City within fourteen (14) days of the end of the each quarter during the term of this Agreement. Additionally, Subrecipient must submit an annual Project and Expenditure report covering each year under this Agreement beginning on the effective date and ending March 31, 2027. The annual report should be provided to City within fourteen (14) days of the end of each reportable year under this Agreement. Reports shall provide the following information:
  - a. Project: The Subrecipient shall provide a description of the project and status of completion. Project description must describe the project in sufficient detail to provide understanding of the major activities that will occur, and will be required to be between 50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose.



- b. Obligations and Expenditures: The Subrecipient should report the current period obligation, cumulative obligation, current period expenditure, and cumulative expenditure.
- c. Project Status: The Subrecipient should report on project status each reporting period in four categories: not started; completed less than 50%; completed 50% or more; and completed.
- d. Program Income: The Subrecipient should report the program income earned and expended to cover eligible project costs, if applicable.
- e. Adopted Budget: The Subrecipient shall provide the budget adopted for the Project to assist the Department of Treasury to better understand the intended impact, identify opportunities for outreach, and understand the Subrecipient's progress in program implementation.
- f. Project Demographic Distribution. Subrecipient must respond to the following:
  - i. What impacted and/or disproportionately impacted population does the project primarily serve?
  - ii. If the project primarily serves more than one impacted and/or disproportionately impacted population, the Subrecipient may select up to two additional populations serviced.

Subrecipient will select from the following options:

	<b>Impacted Population</b>
Assistance to Non-profits	<ul style="list-style-type: none"> <li>• Low-income households and communities</li> <li>• Households in QCTs</li> <li>• Households that qualify for federal benefits</li> <li>• Household income is at or below 185% of Federal Poverty Guidelines or income at or below 40% of area median income</li> </ul>

6. Termination. The City may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Subrecipient.
7. Independent Contractor. Each party under this Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the City for any purpose.

8. Indemnification. The Subrecipient agrees to defend, indemnify, and hold the City, 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 or destruction of property, which are alleged or proven to be caused in whole or in part by 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.
9. Compliance with Laws, Guidelines. The Subrecipient shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of the Final Rule and the Compliance & Reporting Guidelines to the extent applicable, when expending ARPA Funds pursuant to this Agreement. Failure to comply with such laws and guidelines may result in forfeiture of ARPA funds and the City shall be entitled to reimbursement of any ARPA funds expended hereunder.
10. Maintenance and Audit of Records. 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 City or its designee for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient expended funds for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the City for such payments upon request.
11. Notices. Any notice desired or required to be given hereunder shall be in writing and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Subrecipient:

Jeremy T. Sparks, Board President  
P. O. Box 1005  
Norman, OK 73070

*With copies to:*

Randall E. Gardner, President and CEO  
P. O. Box 1005  
Norman, OK 73070  
Phone: (405)366-2844  
director@rrhabitat.org



City of Norman  
Attn: Darrel Pyle, City Manager  
P.O. Box 370  
Norman, OK 73070

*With copies to:*  
City of Norman  
Attn: Anthony Francisco, Finance Director  
P.O. Box 370  
Norman, OK 73070


City of Norman  
Attn: Kathryn Walker, City Attorney  
P.O. Box 370  
Norman, OK 73070

12. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, in any project for which the ARPA Funds provided hereunder are expended or proposed to be expended, which would give rise to a conflict of interest.
13. Time. Time is of the essence in this Agreement.
14. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. These provisions include without limitation Indemnification and Maintenance and Audit of Records.
15. Amendment. No amendment or modification to this Agreement will be effective without the prior written consent of the authorized representatives of the parties.
16. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the State of Oklahoma, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted in the District Court of Cleveland County, Oklahoma.
17. Non-Waiver. No failure on the part of the City to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the City of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the City at law or in equity.
18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

19. Assignment. The Subrecipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the City.
20. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of ARPA Funds and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
21. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation that either Party has to the Department of Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
22. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
23. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which shall constitute one and the same instrument.
24. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

**SUBRECIPIENT**

By:   
 Printed Name: Jeremy Sparks  
 Title: President of the Board  
 Date: January 5, 2023

**CITY OF NORMAN, OKLAHOMA**

By:

\_\_\_\_\_  
Larry Heikkila  
Mayor

Attest:

\_\_\_\_\_  
Brenda Hall  
City Clerk

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kathryn L. Walker  
City Attorney

**Application Summary of: Rose Rock Habitat for Humanity | Shroyer, Elle**

**Program Name: Emergency Home Repairs for Individuals with Disabilities or Seniors or Families in Unsafe Housing**

**Organization Overview**

**Organization Overview**

\*Organization Name: Rose Rock Habitat for Humanity  
\*501(c)3 number: 731422362  
\*CEO/Organization Director: Mr. Randall Gardner

**Contact for this proposal**

\*First Name: Elle  
\*Last Name: Shroyer  
\*Address: 1100 West Main Street Suite 100 Norman, OK 73069  
\*Email: elle@rrhabitat.org  
\*Phone Number: 405-366-2813

**Mailing Address**

\*Street Address: PO Box 1005  
\*City: Norman  
\*State: Oklahoma  
\*Zip Code: 73070  
\*Phone Number: 405-366-2813  
\*Is your Physical Address different from Mailing Address? Yes

**Physical Address**

\*Street Address: 1100 West Main Street #100  
\*City: Norman  
\*State: Oklahoma  
\*Zip Code: 73069  
\*Amount Requested from City of Norman: \$757,720.00

**Program Information Overview**

**Program Overview**

\*Program Name: Emergency Home Repairs for Individuals with Disabilities or Seniors or Families in Unsafe Housing



**Program Information Overview**

\*Focus Area: Client Support (for clients impacted by negative health and economic impacts of COVID)

**Percentage of people served identifying as (add '0' in case of null)**

**Gender**

\*Percentage of Male: 48  
\*Percentage of Female: 52  
\*Percentage of Non-binary: 0

**Ethnicity**

\*Percentage of Asian or Pacific Islander: 5  
\*Percentage of Black or African American: 5  
\*Percentage of Hispanic or Latino: 7  
\*Percentage of Native American or Alaskan Native: 5  
\*Percentage of White or Caucasian: 68  
\*Percentage of Multiracial or Biracial: 10  
\*Is this a new program for your agency? No  
\*Number of years your organization has been in operation? 30

\*Itemized budget for funds received from City of Norman (Attach budget sheet): [RRHFH ARPA Funding Request.xlsx](#)

\*Additional Funding Sources for project:

This is a program we currently offer and would like to expand. Our most recent funding source was through Community Cares Partners (CCP), a program of Communities Foundation of Oklahoma, assisting individuals and families facing housing crisis and eviction as a result of lost wages or hardship from COVID-19. The program applied solely to households that rent their home. With additional funding from the American Rescue Plan Act (ARPA) we will expand this program to include homeowners in 2023. The funds requested will be supplemented with other funding sources such as sales from the ReStore, individual donations, and proceeds from the 2nd Annual Common Grounds Coffee Festival on March 4<sup>th</sup> 2023. In addition, materials will be provided at discount cost.

\*Implementation Schedule for Project:

FY2023	Q1		Q2		Q3		Q4		YR Total
Funding	189,430	25%	189,430.00	25%	189,430.00	25%	189,430.00	25%	757,720.00
HFH Funding	21,250		21,250		21,250		21,250		85,000
Carryover			5,400.00		(19,200.00)		(11,000.00)		
Total Funds Per Quarter	210,680.00		216,080.00		191,480.00		199,680.00		842,720.00
Applications	Month	Qtr							
Apps	10	30							
Approvals	5	15							
Implementation									
4 Pkcs Down payment			30,000						30,000.00
Staffing	21,250	25%	21,250	25%	21,250	25%	21,250	25%	85,000.00
Computers – Project software & Job Phone	1,025	25%	1,025	25%	1,025	25%	1,025	25%	4,100.00
Advertising	5,600.00	40%	5,600.00	40%	2,800.00	20%		0%	14,000.00

## Program Information Overview

Contract K-2223-103

Assessments	10	6,000.00	100%	6000	100%	6000	100%	6000	100%	24,000.00
Contractor Bids/Work Activity	10,815	162,225.00		162225		162225		162225		648,900.00
Housing Support	5,100	9,180.00	12%	9180	12%	9180	12%	9180	12%	36,720.00
Total		205,280.00		235,280.00		202,480.00		199,680.00		842,720.00
Variance		5,400.00		(19,200.00)		(11,000.00)		-		

## Narrative

## Narrative

\*Provide a description of the organization's capacity and relevant experience in operating the proposed program.

Rose Rock Habitat for Humanity has built and repaired homes for 30 years. This past year alone through the Emergency Rental Assistance program administered by the Oklahoma Community Cares program we were able to serve 105 total renters with our housing stability services with 197 total household members throughout Cleveland County. Prior to receiving this grant, we received 1-2 calls each day or roughly 375 calls for repairs and rent counseling assistance per year. Due to the increase in advertising and community awareness the calls more than doubled.

With additional funding we will have the ability to continue to serve Norman residents and focus on issues of Safety, Health, and Security. We not only request information on the repairs needed but ask all applicants if they need or would like counseling, financial literacy, and family support services. For example, this last year alone we provided services to 20 seniors, 15 of which, in addition to the emergency repairs, received accessibility repairs as well as ramps. We provided 21 residents with direct housing and financial counseling and referrals to other nonprofits such as Food & Shelter, Catholic Charities, and McFarland's Methodist Church and food pantry. We were able to provide housing counseling to 5 domestic abuse survivors or residents living in high-risk conditions, as well as emergency repairs so they could have or create a safe living environment.

## Provide a description of the program including:

- A. Program Activities
- B. Population served
- C. How many people will benefit from program

\*Please provide the detail description for the above:

The Emergency Home Repairs for Individuals with Disabilities or Seniors or Families in Unsafe Housing will work directly with Norman homeowners, landlords, and tenants to review the financial need and assess the repairs needed to the home. Our construction team will work with contractors to complete the repairs. Based on the timeline and extent of the repairs we will work the individuals in the homes to temporarily relocate. For those who do not have a family member or friend they are able to stay with they will be placed in appropriate short term and long-term housing. This program will focus on low income and underserved populations as well as individuals with disabilities and those who are aging in place. We estimate five eligible applications a month with a total of sixty approved applications per year. Based on our experience we know that some applicants will have only minor repairs needs and will not meet the average repair estimates. Conversely, some repairs will exceed the average estimate and therefore, we will continue to utilize our internal maximum repair ceiling of \$25,000 for any one single repair applicant, subject to funding availability.

\*If awarded, how will this funding be used?

This is a program we currently offer and would like to expand. The budget to continue the Emergency Home Repairs for Individuals with Disabilities or Seniors or Families in Unsafe Housing in Norman is \$842,720 and is detailed below. In addition to the funds we are requesting, Rose Rock Habitat for Humanity will supplement \$85,000 from sales at the ReStore, individual donations, and proceeds from the 2nd Annual Common Grounds Coffee Festival on March 4<sup>th</sup> 2023.

Hire additional Administrator to help oversee program

50,000

Narrative

EXHIBIT A  
Contract K-2223-103

Hire Contract Job Supervisor & coordinator	35,000
Computers – Project software & Job Phone	4,100
Advertising	14,000
Assessments	24,000
Average Total Repair Cost per Job	10,815
Qualified Applicants per Month Est.	5
Qualified Applicants per Year Est.	60
Total Est. Cost of Emergency Repairs	648,900
Total cost of Emergency Rental Housing for all qualified applicants	36,720
Down Payment Assistance on 4 Plex In Norman	30,000
Total Project Cost	842,720
Funding provided by H4H	85,000
Total Funding Request	757,720

\*Provide a detailed description of the population to be served (target population, age group, low income, moderate income, etc.):

This program will focus on low income and underserved populations as well as Individuals with disabilities and those who are aging in place. Again, based on our experience, there are a number of local areas which generally are in greater need than others, such as the North Base and downtown Norman areas in addition to trailer parks.

\*Describe intake procedures:

All applicants are guided to our website to submit an online form which includes their personal information, home information, landlord contact information, if needed, and repair needs. Upon submission a team member reviews the application and contacts the applicant to discuss the repairs and a United States Department of Housing and Urban Development Income Verification form is requested along with a Work Authorization Form (must be completed by the homeowner). Once all the paperwork is received and reviewed a construction team member schedules and completes a home assessment which includes a full home assessment, prioritizing the health, safety, and security of the home occupants. The construction team member rates the home assessment and builds a project budget estimate for the project committee to review. If approved, contractor bids are submitted and selected to schedule the project.

Funding and Schedule

Funding and Schedule

\*Attach an itemized budget for funds received from City of Norman:

RRHHARPA Funding Request.xlsx

\*Additional Funding Sources for project:

This is a program we currently offer and would like to expand. Our most recent funding source was through Community Cares Partners (CCP), a program of Communities Foundation of Oklahoma, assisting individuals and families facing housing crisis and eviction as a result of lost wages or hardship from COVID-19. The program applied solely to households that rent their home. With additional funding from the American Rescue Plan Act (ARPA) we will expand this program to include homeowners in 2023. The funds requested will be supplemented with other funding sources such as sales from the ReStore, individual donations, and proceeds from the 2nd Annual Common Grounds Coffee Festival on March 4<sup>th</sup> 2023. In addition, materials will be provided at discount cost.

\*Implementation Schedule for Project:

FY2023		01		02		03		04		05	
Funding		189,430	25%	189,430.00	25%	189,430.00	25%	189,430.00	25%	189,430.00	25%



## Funding and Schedule

## EXHIBIT A Contract K-2223-103

HFH Funding		21,250		21250		21250		21250		85000
Carryover				5,400.00		(19,200.00)		(11,000.00)		
		210,680.00		216,080.00		191,480.00		199,680.00		842,720.00

Applications	Month	Qtr								
Apps	10	30								
Approvals	5	15								

4 Plex Down payment				30000						30,000.00
Staffing		21250	25%	21250	25%	21250	25%	21250	25%	85,000.00
Computers – Project software & Job Phone		1025	25%	1025	25%	1025	25%	1025	25%	4,100.00
Advertising		5,600.00	40%	5,600.00	40%	2,800.00	20%		0%	14,000.00
Assessments	10	6,000.00	100%	6000	100%	6000	100%	6000	100%	24,000.00
Contractor Bids/Work Activity	10815	162,225.00		162225		162225		162225		648,900.00
Housing Support	5100	9,180.00	12%	9180	12%	9180	12%	9180	12%	36,720.00
Total		205,280.00		235,280.00		202,480.00		199,680.00		842,720.00
Variance		5,400.00		(19,200.00)		(11,000.00)		-		

## Organization Information

### Organization Information

\*Did you receive any federal assistance related to COVID to address financial hardships?

Yes

\*Explain in detail:

Rose Rock Habitat for Humanity received funds from the Paycheck Protection Program established by the CARES Act, which provided funds to assist with payroll costs including benefits and the Economic Injury Disaster Loan to assist with normal operating expenses on which we are making regular payments.

\*Provide a brief description of the organization's capacity and relevant experience in operating the proposed program.

Founded in 1993, Rose Rock Habitat for Humanity has built over 55 homes in our continuous effort to bring support and housing independence through house ownership. In 2000 the ReStore opened to provide funding for the organization by selling gently used furniture, appliances and household items. The funds from the ReStore and donations received from individuals and businesses help us serve families in the community.

While building homes within the community is still the main focus of our operation, there are other programs and projects to bolster the community. We build ramps for aging individuals with disabilities and for families with disabled children. "A Brush with Kindness" program helps families repair the exterior of their houses to help beautify the community. Throughout the Emergency repair program, we are able to help increase the health, safety, and security of the home.

The families benefiting from the homes we build can pay for the homes because we are able to include donated materials which makes the homes more affordable for hard working families. Leveraging their own sweat equity, the recipients work alongside our team to realize their dreams of home ownership. Provided with interest-free home loans, these families are able to use their hard-earned income to provide for

## Organization Information

## EXHIBIT A Contract K-2223-103

other needs, making them more economically independent. Free from paying interest, the families are able to use their hard-earned income to provide for their other needs, making them truly independent, which also helps the local community.

\*Explain in detail how the requested funds for the project relate to COVID?

Low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because preexisting disparities exacerbated by the impact of the pandemic. Due to this, funding to maintain and repair their homes has been greatly impacted either through postponement of repairs or the attempts to make self-repair with inadequate materials and skills. With funding to support the Emergency Repair Program, Rose Rock Habitat for Humanity can aid these families and help to reestablish a safe, healthy, and secure home.

## Project Demographic Distribution

### Project Demographic Distribution

\*What impacted and/or disproportionately impacted population does the project primarily serve?

low-income and underserved communities

\*If the project primarily serves more than one impacted and/or disproportionately impacted population, select up to two additional populations served:

Our program not only serves low-income and underserved communities but includes individuals with disabilities and for those aging in place. We will specifically focus on the needs of the applicant which is categorized first and foremost around the health, safety and security of the home occupants.

\*Neighborhood Location/Service: What area served?

Eligible households within the city of Norman

Document Title	Question	Size (KB)	Date Uploaded
<a href="#">RRHFHARPA Funding Request.xlsx</a>	AttachItemizedBudget	10.63	11/14/2022 6:28 PM
<a href="#">RRHFHARPA Funding Request.xlsx</a>	ItemizedBudgetReceived	10.63	11/14/2022 6:18 PM