

## 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 Pantry Partners, Inc., 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 \$10,000 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:

Angela Jiménez-Calhoun, CEO and President of Board  
517 West Gray  
Norman, OK 73069

*With copies to:*  
Renee Gobielle, Co-Treasurer  
517 West Gray  
Norman, OK 73069

Lela Odom, Co-Treasurer  
517 West Gray  
Norman, OK 73069

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: Angela Jimenez-Calhoun  
 Title: CEO/Board President/Founder  
 Date: 01/05/23

**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

Admin View

Organization Overview

<b>Organization Overview</b>	
*Organization Name:	Pantry Partners, Inc.
*501(c)3 number:	833448801
*CEO/Organization Director:	Angela Jiménez-Calhoun
<b>Contact for this proposal</b>	
*First Name:	Angela
*Last Name:	Jiménez-Calhoun
*Address:	517 West Gray
*Email:	pantrypartnersnorman@gmail.com
*Phone Number:	405-833-3671
<b>Mailing Address</b>	
*Street Address:	517 West Gray
*City:	Norman
*State:	Oklahoma
*Zip Code:	73069
*Phone Number:	405-833-3671
*Is your Physical Address different from Mailing Address?	No
*Amount Requested from City of Norman:	\$25,000.00

Program Information Overview

<b>Program Overview</b>	
*Program Name:	Pantry Partners, Inc.
*Focus Area:	Capital funding (could include vehicles)Client Support (for clients impacted by negative health and economic impacts of COVID)Agency Assistance (Financial Hardship because of COVID)



<b>Percentage of people served identifying as (add '0' in case of null)</b>	
<b>Gender</b>	
*Percentage of Male:	54
*Percentage of Female:	42
*Percentage of Non-binary:	4
<b>Ethnicity</b>	
*Percentage of Asian or Pacific Islander:	0
*Percentage of Black or African American:	17
*Percentage of Hispanic or Latino:	6
*Percentage of Native American or Alaskan Native:	11
*Percentage of White or Caucasian:	64
*Percentage of Multiracial or Biracial:	2
*Is this a new program for your agency?	No
*Number of years your organization has been in operation?	3
*Itemized budget for funds received from City of Norman (Attach budget sheet):	Program Supplies.xlsx
*Additional Funding Sources for project:	
<p>This year Pantry Partners, Inc. received grants from Arvest Foundation (\$2,500), Walmart (\$2,000), First United Bank (\$500), and Tulsa Community Foundation (\$250). All other funding comes from individual and social media donations.</p>	
*Implementation Schedule for Project:	

Pantry Partners, Inc. programs are administered throughout the year.

The Food Pantry Program distributes food boxes to teens once a month. We also distribute emergency food boxes to teens and their families upon request throughout the year.

The Beacon Project is a free wifi café program giving our teens access to lunch and snack items 3 days a week. The Beacon is open throughout the school year and part of the summer break.

The Back to School program is administered at the beginning of each school year and school supplies are available throughout the year upon request.

The Christmas Gift program provides gifts to underserved teens during the month of December.

The Thanksgiving Food Box program distributes supplemental Thanksgiving food items, helpful in creating a holiday family meal, to our teens during the month of November.

The Adopt A Senior program assists our graduating teens with graduation related expenses throughout their Senior year. (Prom, Senior Pics, Cap, Gown, Yearbook, Announcements, Graduation Clothes, Laptop, Dorm Supplies)

The New Shoes program distributes new shoes to teens throughout

the year as needed.

All our food and resource programs are provided to our teens ongoing and as needed.

**Narrative**

**Narrative**

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

Pantry Partners, Inc. has been operating since 2019. We have 14 Team Members and 6 regular support Volunteers who work 7 days a week, year round, to make sure teens in need have food and resources throughout the year. Everyone has experience with volunteering and supporting various non profits in our community. We partner with various community members, organizations and groups when we require more assistance with operational needs. We are listed as an OU work study employer and are approved to hire up to 4 students when they apply for positions at Pantry Partners.

**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:*

Food Pantry - fundraise, shop, food drives, stock shelves, inventory, pack food boxes, communicate with teens & schools, organize distribution & distribute food boxes. We partner with Norman High, Norman North, Dimensions, Baby Steps, & agencies. Students are identified & referred to us for supplemental food support. 75-100 students benefit per month. We distribute 1,300+ food boxes containing 100,000+ food items a year.

The Beacon Project is a free wifi café program for the teens we serve. It's a welcoming, safe space to study or hang out with a friend. Teens have access to snacks, drinks, school supplies, wifi, a printer/scanner, outlets for charging laptops & phones during their lunch hour & after school, Tues - Thurs. Student ID's are required. As our team grows & funding allows, our goal is to be open Mon thru Fri, host special events & weekend activities for teens. (We are not open to the public) This is a fairly new program - approximately 25-30 students utilize this program each month. We expect that number to increase.

Back To School - we fundraise, purchase school supplies & new backpacks. We distribute backpacks & supplies to referred students at the begining of the school year. Backpacks/supplies are available throughtout the year as needed. 75-100 students benefit.

Thanksgiving Food Box - fundraise, create a food list, place food orders, pick up food, stock shelves, pack food boxes & distribute boxes to students. Boxes contain supplemental food needed to help

prepare a family Thanksgiving meal. A \$20 turkey gift card is also included. 75 students & 350+ family members benefit. 150 food boxes filled with 4,500+ pounds of food (7,300+ food items) & 375 lbs of potatoes are distributed. The average cost is \$100-\$125 per family.

Christmas Gift Program - students are referred to this program through school counselors & self referral. Students fill out a wish list. Community members, clubs, organizations etc, sign up to sponsor teens on our list. Sponsors (anonymous) purchase & wrap gifts off the wish list. We collect the gifts, organize, & distribute them to students. Some sponsors prefer our team to shop on their behalf. It costs approximately \$150-\$200 per student. On average 100-120 students benefit. Last year we distributed 2,400+ wrapped gifts, food, snacks, and gift cards.

Adopt A Senior - we assist with graduation expenses & fees, including prom, cap, gown, tassel, announcements, senior pics, yearbook, graduation clothes & shoes, & dorm supplies. Graduating seniors are matched with sponsors. 15-25+ students benefit from this program depending on graduating status.

New Shoes - through this program students are provided with new shoes. 65-75 students benefit from this program each year. Average cost is \$65-\$75 per pair. Students select from Vans, Converse, or Nike. We also purchase work related footwear for students as needed.

We also distribute new socks (3500 pairs) and hygiene kits (5000+ items) throughout the year.

Last year 245+ teens benefited from our programs throughout the year. We anticipate that number to increase this year.

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

The funding will be used to continue serving our existing 75+ students currently receiving services through our programs. Funding will also enable us to double our outreach and serve 150+ teens. Norman has a significant number of students living in impoverished situations and or dealing with chronic hunger. Norman High averages 49-51% of students identified at low income or poverty level. Norman North averages 30% of students identified at low income or poverty level. Dimensions averages 95% of students identified at low income or poverty level. The students we serve outside of those schools average at 100% at poverty level. If we are fortunate to be awarded funding, we would be able to extend our services and identify many more underserved teens. So many of our teens in need go unserved due to lack of access, awareness and resources.

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

Pantry Partners, In. is dedicated to fighting childhood chronic hunger and teen homelessness. There are a significant number of teen students who go hungry every day and in need of resources. For many teen students their only access to food is during school hours. Our services cover a wide demographic of teens who are - homeless (couch surfing or living in motels) , at risk of being homeless, living in chronic poverty, dealing with chronic hunger, experiencing personal or family crisis (long term and temporary) or living independently - just to name a few. Through our various pantry programs we distribute monthly food boxes and as needed, hygiene kits, school supplies, shoes, clothing and resources.

The average age of the teens we serve are 14-19 years old. Many are living in poverty or at lower income levels than the average person in Norman.

\*Describe intake procedures:

The majority of the teens we serve are referred to us by their school counselors. Their names and information are added to a spreadsheet that is then shared with us. We regularly email and text students ( and parents) with information, resources, distribution details, events etc. Some students and parents contact us personally and self refer. We do not require an application or proof of income. We do request that students are currently enrolled in school and working towards a high school diploma or GED. We do contact schools to confirm enrollment. We are in constant contact with school counselors - we keep eachother updated on students status, needs, and living situations. On occasion DHS contacts us and refers teens to our program as well.

#### **Funding and Schedule**

##### **Funding and Schedule**

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

Program Supplies.xlsx

\*Additional Funding Sources for project:

This year Pantry Partners, Inc. received grants from Arvest Foundation (\$2,500), Walmart (\$2,000), First United Bank (\$500), and Tulsa Community Foundation (\$250). All other funding comes from individual and social media donations.

\*Implementation Schedule for Project:



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The New Shoes program distributes new shoes to teens throughout the year as needed.

All our food and resource programs are provided to our teens ongoing and as needed.

#### Organization Information

##### Organization Information

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

Yes

\*Explain in detail:

We received a \$10,000 COVID relief grant from The City Of Norman in 2020.

We received a \$2,400 relief grant for food from The City Of Norman in 2021.

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

Pantry Partners, Inc. has been operating since 2019. We have 14 Team Members and 6 regular support Volunteers who 7 days a week , year round, to make sure teens in need have food and resources throughout the year. Everyone has experience with volunteering and supporting various non profits in our community. We partner with various community members, organizations and groups when we require more assistance with operational needs. We are listed as an OU work study employer and are approved to hire up to 4 students when they apply for positions at Pantry Partners.

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

Due to ongoing COVID related health issues, concerns of exposure, significant increase of food costs, evictions, job loss, and virtual learning etc, many students who were already in crisis pre-pandemic continue to be adversely impacted. Our requests for food assistance remains steady and many families are struggling to maintain. With funding we would be able to meet the growing demand for food assistance. Helping to bring much needed relief from the burden of chronic hunger among our teens.

**Project Demographic Distribution**

<b>Project Demographic Distribution</b>	
*What impacted and/or disproportionately impacted population does the project primarily serve?	Teens ages 14-19 years old
*If the project primarily serves more than one impacted and/or disproportionately impacted population, select up to two additional populations served:	
We only serve teenagers.	
*Neighborhood Location/Service: What area served?	Norman, Ok

**City of Norman ARPA Funding  
Pantry Partners, Inc. | Jimenez-Calhoun, Angela**

**Pantry Partners Inc**

<b>Program Supplies</b>	
Adopt a Senior Program	4,911.29
Back to School Program	3,848.48
Food Pantry Program	3,799.87
New Shoe Program	292.67
Supplies & Materials - Misc	969.67
Thanksgiving Box Program	8,190.64
The Beacon Project	325.07
<b>Total Program Supplies</b>	<b>\$ 22,337.69</b>

***City of Norman ARPA Funding  
Pantry Partners, Inc. | Jimenez-Calhoun, Angela***

**Pantry Partners Inc**

**Program Supplies**

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<b>Back to School Program</b>	3,848.48
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