

## 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 Assistance League Norman, 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 \$4,500 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:

Jody Duvall, Board President  
809 Wall Street  
Norman, OK 73069

*With copies to:*  
Becky Gillum, Grants Chair  
809 Wall Street  
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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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:	Assistance League Norman
*501(c)3 number:	730927199
*CEO/Organization Director:	Assistance League Norman- President Jody Duvall

**Contact for this proposal**

*First Name:	Becky
*Last Name:	Gillum
*Address:	809 Wall Street
*Email:	grants@alnorman.org
*Phone Number:	405-923-4799

**Mailing Address**

*Street Address:	809 Wall Street
*City:	Norman
*State:	Oklahoma
*Zip Code:	73069
*Phone Number:	405-923-4799
*Is your Physical Address different from Mailing Address?	No
*Amount Requested from City of Norman:	\$4,500.00

**Program Information Overview**

<b>Program Overview</b>	
*Program Name:	Operation School Bell
*Focus Area:	Client Support (for clients impacted by negative health and economic impacts of COVID)
<b>Percentage of people served identifying as (add '0' in case of null)</b>	
<b>Gender</b>	



*Percentage of Male:	50
*Percentage of Female:	50
*Percentage of Non-binary:	0
<b>Ethnicity</b>	
*Percentage of Asian or Pacific Islander:	3.2
*Percentage of Black or African American:	6.7
*Percentage of Hispanic or Latino:	16.3
*Percentage of Native American or Alaskan Native:	4.4
*Percentage of White or Caucasian:	55.5
*Percentage of Multiracial or Biracial:	13.9
*Is this a new program for your agency?	No
*Number of years your organization has been in operation?	48
*Itemized budget for funds received from City of Norman (Attach budget sheet):	ALN OSB Budget FY2022-2023.xlsx
*Additional Funding Sources for project:	
<p>To date Assistance League Norman has received the following grant funds:</p> <p>Anne and Henry Zarrow Foundation: \$\$7,500</p> <p>OEC Roundup Foundation: \$10,000</p> <p>Walmart Foundation: \$2,500</p> <p>Assistance League Norman also receives funds through annual fundraisers such as Gala, Holiday Home Tour, Operation School Bell 5K, our Community Partners program and private individual donors.</p>	
*Implementation Schedule for Project:	
<p>Operation School Bell is an ongoing project that sees its longest session in fall and a shorter one in spring. This fall we began Operation School Bell on September 12 and finished our last day on November 9. We will hold another session in the spring starting the end of January. This session will last two to three weeks and is coordinated according to the school calendar and ability to transport the students. Outside of these sessions, Operation School Bell receives referrals and will serve any child in need at anytime.</p>	
<b>Narrative</b>	
<b>Narrative</b>	
*Provide a description of the organization's capacity and relevant experience in operating the proposed program.	

Assistance League Norman was chartered in 1974 and has run Operation School Bell since that time. Assistance League is a national organization and all chapters run the Operation School Bell program in some manner. Our capacity and experience in running this program is evidenced through our member and community volunteers who are dedicated to the ongoing support and long term presence in the community through firsthand involvement.

**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:

Through Operation School Bell each school uses district transportation to bring the students to our chapter house. Once there, they are greeted by a volunteer. Each child is paired with a volunteer who spends one on one time in a store-like atmosphere where the child selects new clothing including 2 pair of pants, 3 shirts, 1 coat, 5 pair and socks and underwear and a grooming kit. While waiting their turn to shop, students also are able to choose a new book and a stuffed animal to take home.

Operation School Bell serves all children in K-12 grades in the Norman and Little Axe Public Schools. The students are chosen by their counselors. These students qualify for free or reduced meals and both school districts receive Title 1 federal funding. While Assistance League does not have any part in choosing the students who attend, we understand that they are living with families experiencing poverty and, sometimes, homelessness.

Prior to Covid-19, Operation School Bell served around 2000 students per year. We are trying to build those numbers as we are aware the need has only increased over the last 2 years. This year our goal is to clothe 1600 children. This number also affects the parents/guardians by alleviating the financial burden of providing one of the basic necessities of clothing. Not only do the children directly benefit but the parents/guardians do too.

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

This funding will be used to purchase more clothing so that Operation School Bell can serve more children. With the rising costs in products, Assistance League's budget no longer goes as far as it once did. We make every effort to purchase products in a fiscally responsible manner by buying in bulk and at the lowest price point possible. Assistance League's direct cost per student is \$90 and allows us to purchase 2 pants, 3 shirts, 1 coat and socks and underwear for each child. With a \$4500 grant, we would be able to provide 50 additional children with these items.

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

Operation School Bell serves all children in K-12th grade in the Norman and Little Axe Public School Districts. While Assistance League has no part in choosing the children who attend, we are aware that they are generally the children whose families qualify for free and reduced meals. Many of these families are more likely to be living at or below the poverty level and some are experiencing homelessness.

At Operation School Bell, we do not specifically track this information. We rely on the school counselors to target those children with the greatest need or those that may be more vulnerable if our services are not received. 27 of 28 Norman and Little Axe schools receive Title 1 funding, which means 46% (Norman) and 70% (Little Axe) of these students are economically disadvantaged. Targeting these populations means we can help some of the more vulnerable children in our community.

**\*Describe intake procedures:**

Once funds are received into our grant program, they are sourced to Operation School Bell which allows us to budget accordingly for upcoming Operation School Bell sessions.

### **Funding and Schedule**

#### **Funding and Schedule**

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

ALN OSB Budget FY2022-2023.xlsx

**\*Additional Funding Sources for project:**

Assistance League relies on grants, fundraisers and community and private donations. To date grant funds received are as follows:

Anne and Henry Zarrow Foundation: \$7,500

OEC Roundup Foundation: \$10,000

WalMart Foundation: \$2,500

We hold fundraisers throughout the year including a Gala, Holiday Home Tour, Operation School Bell 5K and other smaller micro fundraisers. We also have a Community Partners program to receive business and private donations.

**\*Implementation Schedule for Project:**

Operation School Bell operates year round. However, our longest session scheduled to bring in all Norman and Little Axe Public Schools is set for fall. This year we started on September 12 and our last day was November 9. We hold a second, shorter session in the spring. This generally lasts two to three weeks and starts around the end of January depending on the school calendar and the ability to transport students. However, Operation School Bell will serve any student at anytime once contacted by the school counselor.

#### Organization Information

##### Organization Information

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

No

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

Assistance League Norman was chartered in 1974 and Operation School Bell has been a program since that date. Assistance League is a national organization with all chapters operating an Operation School Bell program. Assistance League Norman members and community volunteers are dedicated to supporting the efforts needed to make Operation School Bell a program that will continue for years to come.

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

Covid-19 created many financial burdens to families all over the world and Norman was no exception. In fact, we have seen the need for Operation School Bell increase in the last two years. Operation School Bell provides new clothing to students in the Norman and Little Axe Public School districts. Specifically, we provide 2 pairs of pants, 3 shirts, 1 coat and 5 pair of socks and underwear. These items meet the basic needs of children. By meeting these needs, Assistance League has helped families be able to make their finances go further even with the effects of Covid-19 still present.

#### Project Demographic Distribution

##### Project Demographic Distribution

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

Children and families experiencing poverty

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

Assistance League serves children in grades K-12 in the Norman and Little Axe Public Schools. 27 of 28 schools in these districts receive Title 1 federal funding which means 46% ( Norman) and 70% (Little Axe) of students in these districts are economically disadvantaged. This is the population we target to serve, however, we will serve any child or children in need.

\*Neighborhood Location/Service: What area served?

Norman and Little Axe

**ASSISTANCE LEAGUE OF NORMAN**  
**OSB Budget FY2022-2023**

June 2022 - May 2023

	<u>Total</u>
<b>Income</b>	
<b>Total Income</b>	
<b>Gross Profit</b>	<b>\$ 0.00</b>
<b>Expenses</b>	
<b>5300 Program Service Expenses OSB</b>	
5310 Sport Bags	500.00
5320 Coats	24,000.00
5325 Grooming Kits	7,800.00
5330 Jeans	24,000.00
5335 Shoes	28,800.00
5340 Socks & Underwear/gloves	14,340.00
5345 Bras and Camisoles	5,250.00
5350 Tops	27,000.00
5359 Fixtures and Admin	500.00
5365 OSB Buying Trip	4,000.00
5370 Computer Program - OSB	2,574.00
<b>Total 5300 Program Service Expenses OSB</b>	<b>\$ 138,764.00</b>
<b>Total Expenses</b>	<b>\$ 138,764.00</b>
<b>Net Operating Income</b>	<b>-\$ 138,764.00</b>
<b>Net Income</b>	<b>-\$ 138,764.00</b>

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**ASSISTANCE LEAGUE OF NORMAN**  
**OSB Budget FY2022-2023**

June 2022 - May 2023

	<u>Total</u>
Income	
Total Income	
Gross Profit	\$ 0.00
Expenses	
5300 Program Service Expenses OSB	
5310 Sport Bags	500.00
5320 Coats	24,000.00
5325 Grooming Kits	7,800.00
5330 Jeans	24,000.00
5335 Shoes	28,800.00
5340 Socks & Underwear/gloves	14,340.00
5345 Bras and Camisoles	5,250.00
5350 Tops	27,000.00
5359 Fixtures and Admin	500.00
5365 OSB Buying Trip	4,000.00
5370 Computer Program - OSB	2,574.00
Total 5300 Program Service Expenses OSB	<u>\$ 138,764.00</u>
Total Expenses	<u>\$ 138,764.00</u>
Net Operating Income	<u>-\$ 138,764.00</u>
Net Income	<u>-\$ 138,764.00</u>

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