

## 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 Meals on Wheels of Norman, 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 \$100,000 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:

Joey Griffin, Board Chair  
P. O. Box 1371  
Norman, OK 73070

*With copies to:*

Lynn Haynes, Executive Director  
P. O. Box 1371  
Norman, OK 73070

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: \_\_\_\_\_

*Joseph M. Gerlich*  
*Joseph L.M. Gerlich*  
*Board President, Meals on Wheels*  
*01/05/2023*

**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

**Admin View**

**Organization Overview**

<b>Organization Overview</b>	
*Organization Name:	Meals on Wheels of Norman, Inc.
*501(c)3 number:	730931924
*CEO/Organization Director:	Lynn Haynes

**Contact for this proposal**

*First Name:	Lynn
*Last Name:	Haynes
*Address:	P.O. Box 1371 Norman, OK 73070
*Email:	lynn@mealsonwheelsofnorman.com
*Phone Number:	405-321-7272

**Mailing Address**

*Street Address:	P.O. Box 1371
*City:	Norman
*State:	Oklahoma
*Zip Code:	73070
*Phone Number:	405-321-7272
*Is your Physical Address different from Mailing Address?	Yes

**Physical Address**

*Street Address:	528 East Main Street
*City:	Norman
*State:	Oklahoma
*Zip Code:	73071
*Amount Requested from City of Norman:	\$100,000.00

**Program Information Overview**



<b>Program Overview</b>	
*Program Name:	Meal Subsidy
*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:	41
*Percentage of Female:	59
*Percentage of Non-binary:	0
<b>Ethnicity</b>	
*Percentage of Asian or Pacific Islander:	1
*Percentage of Black or African American:	6
*Percentage of Hispanic or Latino:	2
*Percentage of Native American or Alaskan Native:	4
*Percentage of White or Caucasian:	86
*Percentage of Multiracial or Biracial:	1
*Is this a new program for your agency?	No
*Number of years your organization has been in operation?	50
*Itemized budget for funds received from City of Norman (Attach budget sheet):	2023 Meal Budget.xlsx
*Additional Funding Sources for project:	
Additional funding for meal subsidy includes the United Way of Norman, Norman Regional Health System (in-kind support), Sarkeys Foundation (in-kind support), Social and Voluntary Services Commission through the City of Norman, individual donations, support through private foundations and corporations, and the client fee sliding scale. Funds through the client fee scale make up approximately fifteen percent of cost of meals.	
*Implementation Schedule for Project:	
Meals on Wheels of Norman will expend the funds awarded through the City of Norman ARPA grant in a one year time period.	

## Narrative

<b>Narrative</b>
*Provide a description of the organization's capacity and relevant experience in operating the proposed program.

Meals on Wheels provides nutritious noon-time meals to the ill, disabled, and senior members of our community. In the 50 years of service provided by Meals on Wheels of Norman, over 2.37 million meals have been served by some truly wonderful volunteers. Hot noon-time meals, shelf-stable meals, ensure, and pet food are all programs offered by Meals on Wheels. More than a meal delivery service, the visit and attention of the volunteer drivers make the homebound clientele feel safer in knowing someone will be checking on them.

Beginning in May of 2021, Meals on Wheels of Norman began meal delivery to the Little Axe Community Center. The added delivery was a result of rural senior hunger. Oklahoma ranks first in food insecurity for rural seniors. The program quickly doubled in size. Seniors or their caregivers pick up the meals from the center Monday – Friday. To date almost 10,000 meals have been delivered to the Little Axe Community Center.

With the help of our community, Meals on Wheels of Norman was able to continue meal delivery service throughout the pandemic, even including a rapid 300% increase in new meal recipients. Now, Meals on Wheels is faced with a 35% increase in food cost as a result of the pandemic and an unstable economy. Meals on Wheels is an essential service for the ill, disabled, and senior members of our community. The food cost increase can force a waiting list for service and that would result in a tragedy for those in need.

**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:

Approximately 50% of all health conditions impacting older Americans are directly connected to a lack of nutrients. Furthermore, seniors at risk of hunger are 50% more likely to be diabetic, twice as likely to report poor general health, three times more likely to suffer from depression, and 60% more likely to have congestive heart failure. All which leads to an increased risk of death. Meals on Wheels often serves as a life-line to our ill, disabled, and senior clientele.

The nutritious meals combined with the daily visitation make the meal delivery program a healing experience for the individuals served. Over the last 50 years, Meals on Wheels of Norman has delivered 2,375,487 meals to the frail of health and senior members of our community. During 2021 Meals on Wheels delivered 91,958 meals to 934 individuals in need.

The service provided by Meals on Wheels touches approximately 1000 individuals annually but many more than just the actual number of individuals are served. Family members find 'peace of mind' knowing that their loved ones will be checked on daily and are receiving proper nutrition. The daily meal delivery also provides relief to caregivers by providing needed help in meeting specific dietary requirements. Meals on Wheels services are far-reaching. The pandemic made it obvious that Meals on Wheels is an essential service in Norman.

Along with the daily meal delivery service, Meals on Wheels also provides nutritious shelf-stable meals for weekends, holidays and closures due to hazardous driving conditions. Meals on Wheels also provides pet food for clients with furry friends as well as an Ensure – nutritional supplement program.

2022 client survey results help to clarify the significance of Meals on Wheels. 100% of clients reported that they have a healthier diet due to the meal service. 98% also report that Meals on Wheels helps them to remain independent. 94% report improved emotional health and 92% report improved physical health. Clients also report a feeling of safety in knowing someone will be checking on them and reduced isolation.

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

The funding will be used to offset the 35% increase in food cost. With the help of ARPA funds Meals on Wheels can keep the client sliding fee scale at an affordable rate for the ill, disabled, and senior individuals in the Norman community.

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

The individuals served by Meals on Wheels must live within the Norman City limits and be ill, disabled, or senior. Clients are asked to pay based on a sliding fee scale ranging from \$1.07 - \$8.25 and is dependent on the client's income. Most Meals on Wheels clients are homebound and often isolated. Seniors make up 85% of the Meals on Wheels clientele, the remaining 15% are made up of individuals with disabilities or long-term illness. Female participants make up 59% of the overall population served with 41% males. A typical Meals on Wheels client is an elderly widow living on a low - fixed income. Today half of all clients receive meals free of charge or pay the lowest price of \$1.07. Only ten percent qualify to pay the full price of \$8.25. Clients range in age from 18 years to 100+ years.

\*Describe intake procedures:

**City of Norman ARPA Funding  
Meals on Wheels of Norman | Haynes, Lynn**

EXHIBIT A  
Contract K-2223-102

Most meal recipients are referred to Meals on Wheels through local hospitals, doctors' offices, social workers, home healthcare and hospice agencies. Many come to our program through referrals from family members, friends and neighbors. Others become aware through brochures and other non-profits.

Client intake is typically done over the telephone and in most cases individuals are able to start the program within 24 hours. Information gathered includes, name, address, telephone, age, gender, income & expenses, specific dietary needs, race, emergency contact and delivery instructions.

### **Funding and Schedule**

#### **Funding and Schedule**

*Attach an itemized budget for funds received from City of Norman:	2023 Meal Budget.xlsx
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\*Additional Funding Sources for project:

Meals on Wheels is supported by the United Way of Norman, Norman Regional Health System (in-kind support), Sarkeys Foundation (in-kind support), individuals donations, corporate and foundation support, and support through the sliding scale client fees.

\*Implementation Schedule for Project:

The funds to subsidize the cost of meals will be used in a twelve month period. Each month \$8,333.34 will be used to cover the cost of meals. The implementation will begin as soon as the funds are available.

### **Organization Information**

#### **Organization Information**

*Did you receive any federal assistance related to COVID to address financial hardships?	Yes
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\*Explain in detail:

Meals on Wheels of Norman received a Paycheck Protection Program loan of \$51,000. The loan was forgiven.

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

Meals on Wheels provides nutritious noon-time meals to the ill, disabled, and senior members of our community. In the 50 years of service provided by Meals on Wheels of Norman, over 2.37 million meals have been served by some truly wonderful volunteers. Hot noon-time meals, shelf-stable meals, ensure, and pet food are all programs offered by Meals on Wheels. More than a meal delivery service, the visit and attention of the volunteer drivers make the homebound clientele feel safer in knowing someone will be checking on them.

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With the help of our community, Meals on Wheels of Norman was able to continue meal delivery service throughout the pandemic, even including a rapid 300% increase in new meal recipients. Now, Meals on Wheels is faced with a 35% increase in food cost as a result of the pandemic and an unstable economy.

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

Meals on Wheels is requesting funds to help with the extreme increase in food cost as a result of Covid. Food cost increase coupled with the current economy, are making it difficult for our organization to keep up. More and more seniors are having a difficult time making ends meet leading to an increased number of individuals requiring free meals.

Specifically, Meals on Wheels will use the funds to subsidize the cost of meals for very low-income seniors and persons with disabilities. Prior to October 1, 2022, Meals on Wheels paid \$3.11 per meal to Norman Regional Health System, now the cost is \$4.25. Making our monthly cost for food jump from \$20,000 each month to \$28,000.

### **Project Demographic Distribution**

#### **Project Demographic Distribution**

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

Seniors

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

disabled individuals

*\*Neighborhood Location/Service: What area served?*

Norman

**City of Norman ARPA Funding  
Meals on Wheels of Norman | Haynes, Lynn**

*Meals on Wheels provides meal for the ill, disabled, and senior individuals in our community. Clients are asked to pay for the meals based on a sliding fee scale ranging from \$1.07 - \$8.25. Those unable to afford the lowest cost receive the meals for free (about 40% of all meal recipients receive free meals.)*

**Expense**

**2023 Meal Budget**

98,776 (expected number of meals served for 2023) x \$4.25	<b>\$419,798</b>
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**Income**

**Committed Funding**

Support through Client Fees	\$62,969.70
United Way of Norman	<u>\$98,815.00</u>
	\$161,784.70

**Outstanding Requests**

The City of Norman ARPA grant	\$100,000
Carl C. Anderson and Marie Jo Anderson Charitable Foundation	\$25,000
Support from contributions and fundraisers	<u>\$133,013.30</u>
	258,013.30

<b>Total Income</b>	<b>\$419,798</b>
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**City of Norman ARPA Funding  
Meals on Wheels of Norman | Haynes, Lynn**

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