

ARPA SUBRECIPIENT AGREEMENT

This ARPA Subrecipient Agreement ("Agreement") is dated as of the ____ day of _____, 2023, by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and the Fostering Futures, 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 \$50,000 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:

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

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:

Matt Reikowsky, Chairman of Board
P.O. Box 581
Norman, OK 73070

With copies to:
Sue Durrett, Executive Director
P.O. Box 581
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

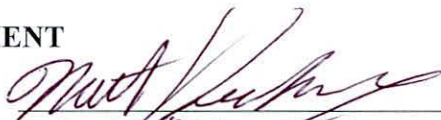
12. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, in any project for which the ARPA Funds provided hereunder are expended or proposed to be expended, which would give rise to a conflict of interest.
13. 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:

Matt Reikowsky

Title:

Chairman of the Board

Date:

1-5-23

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

Organization Overview	
*Organization Name:	Fostering Futures, Inc
*501(c)3 number:	731349348
*CEO/Organization Director:	Sue Durrett
Contact for this proposal	
*First Name:	Matt
*Last Name:	Reikowsky
*Address:	570 24th Ave NW, Norman OK 73069
*Email:	matt.reikowsky@firstunitedbank.com
*Phone Number:	405-659-3298
Mailing Address	
*Street Address:	P.O. Box 581
*City:	Norman
*State:	Oklahoma
*Zip Code:	73070
*Phone Number:	405-579-5000
*Is your Physical Address different from Mailing Address?	Yes
Physical Address	
*Street Address:	415 W Gray St
*City:	Norman
*State:	Oklahoma
*Zip Code:	73069
*Amount Requested from City of Norman:	\$50,000.00

Program Information Overview

Program Overview	
*Program Name:	Basic Needs Program
*Focus Area:	Agency Assistance (Financial Hardship because of COVID)
Percentage of people served identifying as (add '0' in case of null)	
Gender	
*Percentage of Male:	57
*Percentage of Female:	43
*Percentage of Non-binary:	0
Ethnicity	
*Percentage of Asian or Pacific Islander:	2
*Percentage of Black or African American:	14
*Percentage of Hispanic or Latino:	14
*Percentage of Native American or Alaskan Native:	22
*Percentage of White or Caucasian:	45
*Percentage of Multiracial or Biracial:	3
*Is this a new program for your agency?	No
*Number of years your organization has been in operation?	33
*Itemized budget for funds received from City of Norman (Attach budget sheet):	ARPA Budget.xlsx
*Additional Funding Sources for project:	
Fostering Futures Coaches Luncheon. (Annually). Secret Santa program fundraising.	
*Implementation Schedule for Project:	
Since the funds from this grant would go to help recover a budget deficit created by the low fundraising of our 2020 Annual Coaches Luncheon, the implementation for this project would begin immediately.	

Narrative

Narrative

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

Fostering Futures, formerly Citizen's Advisory Board of Cleveland County (CAB) was developed and implemented in 1989 with one specific goal: fulfill the Christmas wish lists of children in out-of-home care in Cleveland County. The program received tremendous support from the community and the wish lists of 69 children were filled that year. Today, this program still fully relies on the community for support, but has grown considerably. In 2016, Fostering Futures was able to fulfill the wish lists of 774 children. This community makes a difference!

Over the years, we began a Basic Needs program to help with broader needs like clothing, food, and gas in order to assist children and their families in achieving permanence. As our community grows and as government assistance dwindles, the needs of our most vulnerable citizens continues to grow. It is our goal to not only meet the basic needs of these children, but to provide opportunities for growth throughout the year. This includes our IL Program for youth 15 to 18 preparing to transition out of foster care.

We have also initiated the Luggage with Love Program to provide emergency clothing for children at the time of their removal from their biological home and entrance into foster care.

It should be noted that we have extended our services to support DHS and their mission to provide preventive services to families with the goal of keeping families together and out of the court systems. Our requests have increased with this support effort.

Fostering Futures is composed of members of our community that come from various walks of life and are dedicated to elevating the lives of children connected with Cleveland County Child Welfare.

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:

Here is a list of services provided over the course of 1 year. We are currently seeing a significant increase in the requests for our services.

Basic Needs—ensuring safety, stability and enrichment opportunities for children in out of home care:

Current # for 2022—total of children served through October, 2022—755—children and youth ages 0-21

- Placement Stability--92children
- Domestic Violence-9children
- Car Seats--25children
- Food--56
- Travel/Gas--18children
- Beds--127children
- Enrichment--36children
- Independent Living--96children
- Utilities--21children
- Sibling Connections--40children
- Storage units – 1--for storing of belongings for children in group homes or in patient settings.
47children

Luggage with Love Program

- 192children

Secret Santa 2021

- 744children
- 1000 anticipated for 2022

*If awarded, how will this funding be used?

Fostering Futures has 1 major fundraising event each year. This event is a partnership with the University of Oklahoma Football Program in which the head coaches attend a luncheon prior to the upcoming football season. This event is generally well attended and the fundraising from this event is the main source of income for all our programs. In 2020 this event was forced to be held virtually. Because of the virtual attendance of this event, the fundraising efforts were generally \$50,000 short of our goal thus creating a shortfall for that year and in turn somewhat of a shortfall going forward.

With the shortfall from our 2020 fundraising program and an increase in the need for our services the funds will be used to fund our Basic Needs program, including purchasing beds which has increased by 10,000 within the last year, maintain and extend our inventory for the Luggage with Love program which includes clothing, shoes, hygiene products, blankets and personal toy or item for children and to purchase gift cards for teens. The IL program for youth preparing to transition out of care was negatively impacted due to the pandemic. We have begun rebuilding this program to offer life skills learning opportunities and events.

The Fostering Futures Secret Santa Program provides Christmas Presents for children and youth in the Child Welfare system. We are anticipating approximately 1000 children in the program for 2022. This additional funding will assist us in making the Christmas wishes come true in 2023.

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

The population that is generally served by our organization are children and youth that are involved in the Child Welfare System in Cleveland County. . A majority of these children and youth do come from low to moderate income homes. Our program fulfill requests addressing stability, safety, family and community connections and enrichment opportunity needs.

*Describe intake procedures:

DHS Caseworkers can submit a request for children. Once we have verified the worker and the casennumbers we evaluate the request to determine if the request fits within our program we will arrange with the caseworker a time and date to pick up or deliver the needed items.

Funding and Schedule

Funding and Schedule

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

ARPA Budget.xlsx

*Additional Funding Sources for project:

Fostering Futures holds an annual Coaches Luncheon fundraiser in the Summer. Our Secret Santa program generally does not provide any additional funds but has on occasion resulted in a surplus of funds donated.

***Implementation Schedule for Project:**

Since the funds from this grant would go to help recover a budget deficit created by the low fundraising of our 2020 Annual Coaches Luncheon, the implementation for this project would begin immediately.

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.**

Fostering Futures, formerly Citizen's Advisory Board of Cleveland County (CAB) was developed and implemented in 1989 with one specific goal: fulfill the Christmas wish lists of children in out-of-home care in Cleveland County. The program received tremendous support from the community and the wish lists of 69 children were filled that year. Today, this program still fully relies on the community for support, but has grown considerably. In 2016, Fostering Futures was able to fulfill the wish lists of 774 children. This community makes a difference!

Over the years, we began a Special Needs program to help with broader needs like clothing, food, and gas in order to assist children and their families in achieving permanence. As our community grows and as government assistance dwindles, the needs of our most vulnerable citizens continues to grow. It is our goal to not only meet the basic needs of these children, but to provide opportunities for growth throughout the year.

Fostering Futures is composed of members of our community that come from various walks of life and are dedicated to elevating the lives of children connected with Cleveland County Child Welfare.

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

Fostering Future's generally has 1 major fundraising event annually, the Coaches Luncheon. This event is held in person and the OU Football Coaching Staff attend and give an update on the upcoming football season and answer questions from people in attendance. Our fundraising mostly comes from the sale of tables and seats to this event and some from auction items as well. In 2020 we were forced to hold this event virtually. While the OU Football staff was very generous and still attended virtually. This event was generally short around \$50,000 from years previously.

Fostering Futures's at the time did not have any paid employees. All functions were done by volunteers so we did not qualify for the PPP Loan. Also, not knowing what the future held and when/if the event would go back to being in person, Fostering Future's decided against taking on the EIDL as we did not want to take on any debt without knowing how we would repay.

Thus, the result of the 2020 fundraiser created a budget deficiency for Fostering Futures.

Project Demographic Distribution

Project Demographic Distribution

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

Children and Families related the DHS Foster Care System.

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

Children and Families related to the DHS Foster Care System - Low to Moderate Income.

*Neighborhood Location/Service: What area served?

Cleveland County

*City of Norman ARPA Funding
Fostering Futures, Inc | Reikowsky, Matt*

Budget items

Basic Needs Program:

Beds	14,000
Luggage With Love	10,000
Food & Medicine	9,000
Gas	2,500
Housing	4,000
Enrichment	2,500
Utilities	2,500
Maintaing Connections	3,000
Independent Living	2,500
Total Requested:	<u><u>50,000</u></u>

*City of Norman ARPA Funding
Fostering Futures, Inc | Reikowsky, Matt*

Budget items

Basic Needs Program:

Beds	14,000
Luggage With Love	10,000
Food & Medicine	9,000
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Housing	4,000
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Utilities	2,500
Maintaing Connections	3,000
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Total Requested:	<u><u>50,000</u></u>