

ARPA SUBRECIPIENT AGREEMENT

This ARPA Subrecipient Agreement (“Agreement”) is dated as of the 10th day of January, 2023, by and between the City of Norman, Oklahoma, a municipal corporation (“City”), and the Food and Shelter, 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 \$300,000 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:

Adam Clinton, Board President
201 Reed Ave
Norman, OK 73071

With copies to:

April Doshier
201 Reed Ave
Norman, OK 73071
Phone: (405)360-4954
april@foodandshelter.org

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

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

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

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

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

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

SUBRECIPIENT

By: _____

Printed Name: _____

Title: _____

Date: _____



Adam Clinton

Board President

1-6-23

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:	Food and Shelter
*501(c)3 number:	731222111
*CEO/Organization Director:	April Doshier
Contact for this proposal	
*First Name:	April
*Last Name:	Doshier
*Address:	201 Reed Avenue
*Email:	april@foodandshelterinc.org
*Phone Number:	405-360-4954
Mailing Address	
*Street Address:	201 Reed Avenue
*City:	Norman
*State:	Oklahoma
*Zip Code:	73071
*Phone Number:	405-360-4954
*Is your Physical Address different from Mailing Address?	No
*Amount Requested from City of Norman:	\$300,000.00

Program Information Overview

Program Overview	
*Program Name:	Emergency Food and Shelter
*Focus Area:	Client Support (for clients impacted by negative health and economic impacts of COVID)
Percentage of people served identifying as (add '0' in case of null)	
Gender	

*Percentage of Male:	32
*Percentage of Female:	68
*Percentage of Non-binary:	0
Ethnicity	
*Percentage of Asian or Pacific Islander:	0
*Percentage of Black or African American:	6
*Percentage of Hispanic or Latino:	7
*Percentage of Native American or Alaskan Native:	5
*Percentage of White or Caucasian:	76
*Percentage of Multiracial or Biracial:	6
*Is this a new program for your agency?	No
*Number of years your organization has been in operation?	39
*Itemized budget for funds received from City of Norman (Attach budget sheet):	ARPA Norman Budget 2023.xlsx
*Additional Funding Sources for project:	
<p>Food and Shelter helps facilitate an emergency services program for our community that includes rent, utilities, emergency shelter/motel vouchers and food assistance. We receive funding for this program from the following sources however these funds, even before COVID, have not been sufficient to meet the needs of our community. The budget attached is based on the numbers expended in 2022 thus far and includes a dramatic reduction due to the ending of the CARES Act funding.</p> <p>United Way</p> <p>Emergency Solutions Grant</p> <p>National Emergency Food and Shelter Program</p> <p>Norman Housing Ministries</p>	
*Implementation Schedule for Project:	
<p>Food and Shelter is prepared to impliment this project the moment we are awarded funds. We have the infrastructure in place to adequately fulfill the vision of the project and currently have hundreds of people desperate for assistance and we cannot assist.</p>	
Narrative	
Narrative	
*Provide a description of the organization's capacity and relevant experience in operating the proposed program.	

Food and Shelter has been serving this community nearly 40 years. We have served meals since day one and added shelter services a few years later. For three full decades, Food and Shelter has been the backbone of homeless services and helped thousands of families achieve housing stability and maintain their housing through our emergency services program.

The leadership of Food and Shelter has a combined 50 years of experience working with people in need. We operate a well structured food pantry and are in the process of expanding the physical location to better serve our community. We have experienced staff who are able to help facilitate the emergency shelter/motel voucher program as well as the rent assistance.

Our volunteer base and community support helps Food and Shelter fill gaps in our staffing needs by working in our food pantry, providing transportation to motels and delivering meals to people who need them.

Our Board of Directors is active and passionate about our work. They meet monthly as a group and the committees meet monthly as well. They provide excellent oversight and guidance for our organization.

This project is well-suited for Food and Shelter and one in which our community desperately needs.

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:

Activity 1:

Motel Vouchers. The economic impact COVID has had on our community is still in full effect. The number of families facing eviction are at a staggering height. Emergency shelter in Norman is not enough to meet the needs of those experiencing homelessness; especially families. Therefore we are proposing to provide motel vouchers to help people who are homeless have a safe place to stay while they are looking for a rehousing plan.

The population served will be individuals and families experiencing homelessness.

The estimated number of people served is 200 people/ 55 families each receiving one month of shelter.

Activity 2:

Rent Assistance. As already mentioned, the economic impact of COVID is still impacting individuals and families significantly. We referred away over 300 callers seeking assistance to either keep them from facing eviction or to get them back into housing simply because we do not have enough funds to assist those who need help. This activity will provide rent assistance to help prevent homelessness and also will provide rent and deposit assistance to help people who find themselves homeless get back into housing.

The population served will be individuals and families with 5 day notices or eviction notes or individuals and families who are homeless and need rehousing.

The estimated number of people benefiting based on our application amount will be 350 individuals/100 households. This is an estimated \$1,500 benefit per household.

Activity 3:

Food Assistance. The economic impact of the pandemic has impacted budgets in our community but also the cost of goods has increased due to the rippling supply chain issues caused by the pandemic. The monthly budget just does not go as far as it used to go. We are seeing continuing increases in requests for food in our food pantry and goods available to us through our usual low cost resources are nearly nonexistent. We need to be able to keep our pantry stocked. For every dollar a family has to spend on food, they are unlikely able to pay their rent. This program will help us build stronger more stable families in this community.

The population served by this program will be individuals and families experiencing poverty.

The estimated number of people benefiting will be about 7,500 people.

*If awarded, how will this funding be used?

\$100,000 of these funds will be used to provide motel vouchers for individuals and families experiencing homelessness.

\$150,000 of these funds will pay past due rent or first month rent and deposit for people struggling with housing costs.

\$50,000 of these funds will be used to provide food for our food pantry and the eventual Share Center.

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

100% of those who come to Food and Shelter for support are among the lowest economic segment of our community most of which are living well below the poverty line. A significant majority of those served in all of these proposed activities are families with young children. Of those visiting our food pantry, 51% of those served are children living with struggling parents. Of those receiving rent assistance, we serve a great number of people with disabilities and seniors, 28% are people with disabilities and 22% are senior citizens.

*Describe intake procedures:

The intake procedure for motel vouchers is usually through a referral from another agency or through our entry area at Food and Shelter. A guest comes to us homeless with nowhere else to go. We first try to examine other alternatives like our partners at Salvation Army, space at our new shelter A Friend's House or someone in the community who will allow them to stay. When all other options have proven unacceptable, we will reserve a motel room for a maximum of 30 days. We complete a very minimal amount of paperwork that includes a release of confidentiality so we can maintain communication with our motel partner.

The intake procedure for rent assistance starts with an over-the-phone interview in which we assess their needs and ensure they are within our service area. Once we have verified they qualify for our basic set of guidelines, we call them in for a face-to-face intake in which we collect the basic needs for our records. The payment for assistance takes place once the file is complete and given the file is complete is within one week.

The intake procedure for the food pantry is also very simple. On first visit and then once per year, the guest completes a one page family intake form and presents address verification. Each visit afterwards, the check in to the pantry is a quick and easy check in.

Funding and Schedule

Funding and Schedule

*Attach an itemized budget for funds received from City of Norman:	ARPA Norman Budget 2023.xlsx
*Additional Funding Sources for project:	
<p>United Way assists in funding our food program.</p> <p>The Department of Commerce provides funding for rent assistance through the Emergency Solutions Grant.</p> <p>We receive funds through the Emergency Food and Shelter Program for rent assistance, motel vouchers and food.</p> <p>Norman Housing Ministries provides funding for rent assistance.</p> <p>Due to the incredible economic impact COVID has had on our community, these funds, though appreciated, are insufficient to meet the need. We are on the verge of a housing/homelessness crisis in this community if we do not invest in stabilizing those at the bottom.</p> <p>The budget attached is developed based on the funds expended in 2022 to date. The creation of the proposed project budget has a significant reduction in funds to distribute due to the ending of covid relief funds coming from other entities. The need is growing and the funds available are reducing.</p>	
*Implementation Schedule for Project:	
<p>Because we have the infrastructure in place with our staffing, policies and facilities, implementing these activities will be seamless. We will be ready to begin serving those struggling in our community as soon as funding is available. We would like to work this service and funding availability into our 2023 budget to begin January 1, 2023.</p>	

Organization Information

Organization Information	
*Did you receive any federal assistance related to COVID to address financial hardships?	Yes
*Explain in detail:	
<p>We received CARES Act funds through the Department of Commerce Emergency Solutions Grant to provide rent assistance, utility assistance and emergency shelter. Those funds have now been fully expended and no further awards are expected.</p>	
*Provide a brief description of the organization's capacity and relevant experience in operating the proposed program.	

Motel Vouchers: Food and Shelter has been providing emergency shelter and homeless response for nearly four decades. We are the backbone of the homeless community and have the staffing, policies and community relationships to provide this service with excellence.

Rent Assistance: Food and Shelter was selected to facilitate the Homelessness Prevention and Rapid Rehousing program which was a relief grant provided by the Obama Administration in response to the economic crisis from 2009. After the end of that temporary grant, HUD shifted their ESG grant into a prevention and rehousing program. We received those awards as well and continue to provide this assistance to hundreds of families. We have detailed policies and practices that have since been implemented in agencies around the state. We are monitored by the Department of Commerce each year on not only our program facilitation but also our fiscal management and have ten straight years of zero findings on our audits.

Food Pantry: Though our organization started as Food for Friends, the food pantry is the newest component of our food program. We were asked to add this piece by the Regional Food Bank because of our long-standing relationship with them as a meal site. Since the addition of this program in 2017, we have worked to learn best practices, trained staff and volunteers on every needed component, created an empowering shopping experience and have a new building under construction that will take this service to the highest level as a food and resource center.

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

Motel Vouchers: \$100,000 will be spent on motel bills for individuals and families experiencing homelessness.

Rent Assistance: \$150,000 will pay rent for those facing eviction or 1st month rent and deposits for those leaving behind homelessness.

Food Assistance: \$50,000 will be used to buy food and staff our food pantry with \$30,000 to cover the staffing costs of our growing food pantry demand and \$20,000 to help us stock the shelves with food from the Regional Food Bank of Oklahoma.

Project Demographic Distribution

Project Demographic Distribution

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

Economically Disadvantaged People

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

This project is serving economically disadvantaged people in the Norman community. The economic impact of COVID impacted all of us however those with the lowest incomes were impacted disproportionately. And as the rippling effects continue, it is this group who find themselves choosing between paying rent and buying food.

*Neighborhood Location/Service: What area served?

Norman, OK

*City of Norman ARPA Funding
Food and Shelter / Doshier, April*

American Rescue Plan Act- Budget

Emergency Food and Shelter Plan

Revenues

2023 Budget

United Way of Norman
Norman Housing Ministries
Department of Commerce-ESG
Emergency Food and Shelter Program
ARPA
Community Support
Total Revenues

\$65,000.00
\$18,000.00
\$75,000.00
\$40,000.00
\$300,000.00
\$200,000.00
\$698,000.00

Dedicated to Food Budget (Dining Room/Pant
Rent and Utility Assistance
Rent and Utility Assistance
Motel Vouchers (\$10,000) Rent (\$20,000) Utili

Expenses

Housing Support
Emergency Placement
Rent Assistance-Deposits
Rent Assistance
Utility Assistance
Case Management

\$120,000.00
\$30,000.00
\$275,000.00
\$40,000.00
\$75,000.00

Food Support
Food Costs
Supplies
Staff Support

\$60,000.00
\$20,000.00
\$155,000.00

Meal Site and Pantry
Meal Site Only
Meal Site and Pantry

*City of Norman ARPA Funding
Food and Shelter / Doshier, April*

Total Expenses	\$775,000.00	Will need to reduce expenses if we can
----------------	--------------	--

*City of Norman ARPA Funding
Food and Shelter / Doshier, April*

American Rescue Plan Act- Budget

Emergency Food and Shelter Plan

Revenues

2023 Budget

United Way of Norman
Norman Housing Ministries
Department of Commerce-ESG
Emergency Food and Shelter Program
ARPA
Community Support
Total Revenues

\$65,000.00
\$18,000.00
\$75,000.00
\$40,000.00
\$300,000.00
\$200,000.00
\$698,000.00

Dedicated to Food Budget (Dining Room/Pant
Rent and Utility Assistance
Rent and Utility Assistance
Motel Vouchers (\$10,000) Rent (\$20,000) Utili

Expenses

Housing Support
Emergency Placement
Rent Assistance-Deposits
Rent Assistance
Utility Assistance
Case Management

\$120,000.00
\$30,000.00
\$275,000.00
\$40,000.00
\$75,000.00

Food Support
Food Costs
Supplies
Staff Support

\$60,000.00
\$20,000.00
\$155,000.00

Meal Site and Pantry
Meal Site Only
Meal Site and Pantry

*City of Norman ARPA Funding
Food and Shelter / Doshier, April*

Total Expenses	\$775,000.00	Will need to reduce expenses if we can
----------------	--------------	--