

## 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 Saint Mark Conference of the Society of Saint Vincent de Paul, a not-for-profit Oklahoma corporation (“Subrecipient”).

WHEREAS, the U.S. Department of Treasury (“Treasury”) has allocated to the City \$22,245,542 of federal stimulus money from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 (“ARPA Funds”) under Section 803(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (“ARPA”), for the limited purposes identified in the Coronavirus State and Local Fiscal Recovery Funds Final Rule (“Final Rule”) effective April 1, 2022, and the Compliance and Reporting Guidelines for State and Local Fiscal Recovery Funds (“Compliance and Reporting Guidelines”) dated February 28, 2022; and

WHEREAS, the ARPA authorizes the City to expend ARPA funds awarded to the City for a program, service, capital expenditure, or other assistance that responds to disproportionately impacted populations; and programs or services that respond to the public health emergency and the negative impacts of the pandemic (Final Rule, Section 35.6(b)(3)(ii)(B)(2)); and

WHEREAS, the City has identified non-profit support as a desired use of a portion of the ARPA Funds; and

WHEREAS, the City Council authorized funds to be used as grants for local nonprofits; and

WHEREAS, the City entered into a contract on September 13, 2022 with United Way to administer the application and review process; and

WHEREAS, United Way received 34 applications and during the review process the United Way ARPA Impact Council recommended that grants be provided to 20 non-profits; and

WHEREAS, City and Subrecipient desire to enter into this Agreement so that the City may provide ARPA Funds for appropriate and qualifying expenditures of grant funds advanced to the Subrecipient by the City for the provision of services to address the negative impacts of the pandemic.

NOW, THEREFORE, in consideration of the above and foregoing, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until March 31, 2027 unless terminated by the City in writing.
2. ARPA Funds. The City agrees to provide the Subrecipient a total sum not to exceed \$10,000 within 30 days of the effective date of this Agreement to be used for qualifying expenses under the Final Rule related to services addressing the negative impacts of the pandemic on the

condition that the funds are obligated by December 31, 2024 and expended by December 31, 2026.

3. Subrecipient's Use of ARPA Funds. The Subrecipient shall ensure that ARPA Funds requests are necessary to respond to the negative impacts of the public health emergency as provided in the Final Rule.
  - a. General Standards. Subrecipient must satisfy the requirements for all uses under the public health emergency and negative pandemic impacts eligible use category under the Final Rule, including identifying an impact or harm and designing a response to the identified impact or harm. Responses must be reasonably designed to benefit the individual or class that experienced the impact or harm and must be related and reasonably proportional to the extent and type of impact or harm.
  - b. Use of Funds Consistent with Application. Subrecipient must use the funds for the purposes and uses described in its City of Norman ARPA Funding Application, attached hereto as Exhibit A.
4. Ineligible Uses. Non-allowable uses of ARPA Funds include, but are not limited to, the following: (a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces a tax or delays the imposition of any tax or tax increase; (b) damages covered by insurance; (c) usage of funds as a deposit into any pension fund; (d) expenses that have been or will be reimbursed under any federal program; (e) debt service costs; (f) contribution to a "rainy day" fund or other replenishment of financial reserves; (g) legal settlements and judgments; (h) usage of funds for programs, services, or capital expenditures that include a term or condition that undermines efforts to stop the spread of COVID-19 as set forth in the Center for Disease Control's guidelines and recommendations; and (i) usage of funds in violation of the conflict of interest requirements contained in the Award Terms and Conditions of the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules.
5. Reporting Requirements. Subrecipient must submit quarterly Project and Expenditure Reports to City within fourteen (14) days of the end of the each quarter during the term of this Agreement. Additionally, Subrecipient must submit an annual Project and Expenditure report covering each year under this Agreement beginning on the effective date and ending March 31, 2027 The annual report should be provided to City within fourteen (14) days of the end of each reportable year under this Agreement. Reports shall provide the following information:
  - a. Project: The Subrecipient shall provide a description of the project and status of completion. Project description must describe the project in sufficient detail to provide understanding of the major activities that will occur, and will be required to be between

50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose.

- b. Obligations and Expenditures: The Subrecipient should report the current period obligation, cumulative obligation, current period expenditure, and cumulative expenditure.
- c. Project Status: The Subrecipient should report on project status each reporting period in four categories: not started; completed less than 50%; completed 50% or more; and completed.
- d. Program Income: The Subrecipient should report the program income earned and expended to cover eligible project costs, if applicable.
- e. Adopted Budget: The Subrecipient shall provide the budget adopted for the Project to assist the Department of Treasury to better understand the intended impact, identify opportunities for outreach, and understand the Subrecipient's progress in program implementation.
- f. Project Demographic Distribution. Subrecipient must respond to the following:
  - i. What impacted and/or disproportionately impacted population does the project primarily serve?
  - ii. If the project primarily serves more than one impacted and/or disproportionately impacted population, the Subrecipient may select up to two additional populations serviced.

Subrecipient will select from the following options:

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

6. Termination. The City may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Subrecipient.
7. Independent Contractor. Each party under this Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a

partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the City for any purpose.

8. Indemnification. The Subrecipient agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage or destruction of property, which are alleged or proven to be caused in whole or in part by act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement.
9. Compliance with Laws, Guidelines. The Subrecipient shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of the Final Rule and the Compliance & Reporting Guidelines to the extent applicable, when expending ARPA Funds pursuant to this Agreement. Failure to comply with such laws and guidelines may result in forfeiture of ARPA funds and the City shall be entitled to reimbursement of any ARPA funds expended hereunder.
10. Maintenance and Audit of Records. The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the City or its designee for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient expended funds for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the City for such payments upon request.
11. Notices. Any notice desired or required to be given hereunder shall be in writing and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Subrecipient:

Carl Deaver, Conference President  
 c/o Saint Mark Catholic Church  
 3939 W. Tecumseh  
 Norman, OK 73071  
[Carldeaver55@gmail.com](mailto:Carldeaver55@gmail.com)

*With copies to:*

Nick Picek, Conference Treasurer  
 c/o Saint Mark Catholic Church

3939 W. Tecumseh  
Norman, OK 73071  
gnpicek@cox.net

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: Carl Deaver  
 Printed Name: Carl Deaver  
 Title: President  
 Date: 1/5/2023

**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

**City of Norman ARPA Funding**  
**St. Mark the Evangelist Society of Saint Vincent de Paul Conference | Deaver, Kelly**

**Admin View****Organization Overview**

<b>Organization Overview</b>	
*Organization Name:	Saint Mark Conference of The Society of Saint Vincent de Paul
*501(c)3 number:	731304120
*CEO/Organization Director:	Carl Deaver - President
<b>Contact for this proposal</b>	
*First Name:	Kelly
*Last Name:	Deaver
*Address:	101 Summit Ridge CT, Norman OK 73071
*Email:	kellydeaver101@gmail.com
*Phone Number:	405-535-9222
<b>Mailing Address</b>	
*Street Address:	C/O Saint Mark Catholic Church 3939 W Tecumseh
*City:	Norman
*State:	Oklahoma
*Zip Code:	73071
*Phone Number:	405-366-8070
*Is your Physical Address different from Mailing Address?	No
*Amount Requested from City of Norman:	\$10,000.00

**Program Information Overview**

<b>Program Overview</b>	
*Program Name:	Saint Vincent de Paul Assistance Program
*Focus Area:	Client Support (for clients impacted by negative health and economic impacts of COVID)



**City of Norman ARPA Funding**  
**St. Mark the Evangelist Society of Saint Vincent de Paul Conference | Deaver, Kelly**

<b>Percentage of people served identifying as (add '0' in case of null)</b>	
<b>Gender</b>	
*Percentage of Male:	30
*Percentage of Female:	70
*Percentage of Non-binary:	0
<b>Ethnicity</b>	
*Percentage of Asian or Pacific Islander:	0
*Percentage of Black or African American:	20
*Percentage of Hispanic or Latino:	30
*Percentage of Native American or Alaskan Native:	10
*Percentage of White or Caucasian:	40
*Percentage of Multiracial or Biracial:	0
*Is this a new program for your agency?	No
*Number of years your organization has been in operation?	16
*Itemized budget for funds received from City of Norman (Attach budget sheet):	2023 budget.xlsx
*Additional Funding Sources for project:	
Donations from our church members and various fundraisers held the year. We collect money monthly from our church members. We have sold soup mixes, had fundraising walks and a couple of grants for foundations over the years. This averages \$80-90K a year total.	
*Implementation Schedule for Project:	
Immediately added to our standard assistance program	

**Narrative**

<b>Narrative</b>
<p>*Provide a description of the organization's capacity and relevant experience in operating the proposed program.</p> <p>St. Mark conference is a subsidiary of the Oklahoma City Archdiocese Council of the Society of Saint Vincent de Paul (SVDP). We are part of an international Catholic layperson organization that has existed since 1833. The St. Mark conference has been helping our neighbors in need in Norman since 2006. We operate separate from the Catholic church. We do not discriminate in any way. We help everyone we financial can help when they are in need. In the fiscal year ending September 30, 2022 we assisted over 2000 people with \$84,819 in rent and utilites assistance. We have 21 volunteers who process the cases as they come in. We give 100% of all donations to the assistance program. Overhead is covered by member contributions. We operated through out the COVID Pandemic, often being the only charity open to help.</p>

**City of Norman ARPA Funding**  
**St. Mark the Evangelist Society of Saint Vincent de Paul Conference | Deaver, Kelly**

**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:

We have a call in number, 405-366-8070, where people call for assistance. This number is known to other charities in town and to 211. We average 70-100 calls a week. We contact each caller and assess their needs. Unless there is a mitigating factor like active COVID, we visit the caller in person in their home. Most of the time we help them with \$75 or \$100 applied to a bill. We also provide a comprehensive resource sheet and guidance on how to contact others agencies and churches. We never give money directly to the caller, always to the apartment complex or utility company. In cases of extreme need we call on the upper council of our organization to help with up to an additional \$400.

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

We would use the funds to augment our current assistance program. We current run out of money sometimes and have to send people elsewhere. We hope this would keep us funded more consistantly.

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

We primarily assist low to moderate income individuals and families who find themselves short of rent or utility money. This crosses every age range and includes those who are on SSA/SSI, under employed or unemployed.

\*Describe intake procedures:

Caller calls our help line. Cases are assigned to our volunteers on a rotating bases. The volunteer contacts the caller and in most instances schedules a home visit to assess the situation and provide our list of other resource agencies/churches/etc. We visit the person, listening to their needs, then send our portion of money to the vendor. In most cases, this is currently \$75 a household. We are so short of funds that we can only help once every 12 months.

**Funding and Schedule**

**Funding and Schedule**

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

2023 budget.xlsx

\*Additional Funding Sources for project:

Donations from our church members and various fundraisers held throughout the year.

\*Implementation Schedule for Project:

**City of Norman ARPA Funding**  
**St. Mark the Evangelist Society of Saint Vincent de Paul Conference | Deaver, Kelly**

Money would be rolled directly in to our current assistance program. We feel we would be able to raise our giving for many cases to \$100 for the year instead of \$75. We could theoretically help 100 additional families.

**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.

We have been running this exact program for 16 years. We currently have 21 volunteers who assist those in need. We have a comprehensive rule for how we help people fairly and without discrimination.

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

We ran through all our excess funds helping people during the pandemic. We are now living week to week and having to limit our assistance for some people to only \$50 because of lack of funds. We remained in operation throughout the pandemic. We helped people who had never been in need before to navigate how to get funds. Our need of funds to help our citizens is great but given the current economy our donations level has been diminished. We really want to keep people in their homes and with working utilities.

**Project Demographic Distribution**

**Project Demographic Distribution**

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

Most of the people we help are the working poor

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

people on SSA/SSI/Disability

and people who have lost their job

\*Neighborhood Location/Service: What area served?

All of Norman city limits except east of Thunderbird lake

**City of Norman ARPA Funding**  
**St. Mark the Evangelist Society of Saint Vincent de Paul Conference / Deaver, Kelly**

**St. Mark Saint Vincent de Paul Estimated Budget**

Income

City of Norman	\$	10,000.00
Total Income	\$	10,000.00

Expenses

Rent and Utilities - Client Assistance	\$	10,000.00
Total Expenses	\$	10,000.00

Net Balance		\$0.00
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\* All expenses are paid from Member donations.

**City of Norman ARPA Funding**  
**St. Mark the Evangelist Society of Saint Vincent de Paul Conference / Deaver, Kelly**

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