

## 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 Big Brothers Big Sisters of Oklahoma, 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:**

Big Brothers Big Sisters of Oklahoma  
 Chair of Board of Directors  
 1306 S. Denver Ave  
 Tulsa, OK 74119

*With copies to:*

Melissa Ramirez, Executive Director  
 1306 S. Denver Ave  
 Tulsa, OK 74119

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: Michael Stackhouse

Title: Board Chair, Big Brothers Big Sisters of Oklahoma

Date: January 4, 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:	Big Brothers Big Sisters of Oklahoma
*501(c)3 number:	731226237
*CEO/Organization Director:	Melissa Ramirez
<b>Contact for this proposal</b>	
*First Name:	Hailey
*Last Name:	Chenevert
*Address:	1306 S. Denver Ave., Tulsa, OK 74119
*Email:	hailey.chenevert@bbbsok.org
*Phone Number:	405-606-6303
<b>Mailing Address</b>	
*Street Address:	1306 S. Denver Ave
*City:	Tulsa
*State:	Oklahoma
*Zip Code:	74119
*Phone Number:	918-744-4400
*Is your Physical Address different from Mailing Address?	Yes
<b>Physical Address</b>	
*Street Address:	502 E. Main St.
*City:	Norman
*State:	Oklahoma
*Zip Code:	73071
*Amount Requested from City of Norman:	\$120,000.00

**Program Information Overview**



<b>Program Overview</b>	
*Program Name:	One-to-One Youth Mentoring in Norman
*Focus Area:	Agency Assistance (Financial Hardship because of COVID)
<b>Percentage of people served identifying as (add '0' in case of null)</b>	
<b>Gender</b>	
*Percentage of Male:	46
*Percentage of Female:	53
*Percentage of Non-binary:	1
<b>Ethnicity</b>	
*Percentage of Asian or Pacific Islander:	1
*Percentage of Black or African American:	16
*Percentage of Hispanic or Latino:	9
*Percentage of Native American or Alaskan Native:	11
*Percentage of White or Caucasian:	44
*Percentage of Multiracial or Biracial:	19
*Is this a new program for your agency?	No
*Number of years your organization has been in operation?	67
*Itemized budget for funds received from City of Norman (Attach budget sheet):	Big Brothers Big Sisters of Oklahoma - City of Norman ARPA Request Budget - 11.15.2022.xlsx
*Additional Funding Sources for project:	
Additional funding sources for this project include our annual fundraising events, the United Way of Norman, and individual donors.	
*Implementation Schedule for Project:	
Ours is an ongoing project. Each day we interview potential young clients and volunteers, pairing children (we call them Littles) and volunteer mentors (we call them Bigs) based on compatibility and personality in long-term matches. We continue to support these pairs through regularly scheduled and guided calls, ensuring longevity of the match and safety of the child.	

**Narrative**

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

Founded in 1904, BBBS has over a century of experience and a dedication to continuous improvement and advancement in program delivery. In Oklahoma, our work stretches back to 1955, when a District Court Judge established what is now our Oklahoma City office. Soon, the need for one-to-one youth mentoring services was recognized in other communities, and several more BBBS offices opened throughout Oklahoma, including the Norman office in 1969.

Throughout that time, BBBSOK's focus has been changing the lives of children for the better, forever, through our one-to-one youth mentoring program. Our work is guided by strict safety standards implemented by Big Brothers Big Sisters of America, including data management, survey and outcome results, and child safety guidelines. In recent years, our work has been the subject of numerous studies, each looking at the long-term impact of the relationships we create. Research shows that a stable, nurturing relationship with a caring adult can prevent or reverse the damaging mental and physical health effects of adverse childhood experiences and help them cope with the high stress levels, which we are all experiencing at this time. In fact, the Centers for Disease Control and Prevention specifically names Big Brothers Big Sisters as an organization achieving these outcomes.

The Oklahoma affiliate is made up of 28 employees who work from six offices and serve children in 16 counties. The Norman office is staffed with an Area Director, two program staff, and our statewide Director of Marketing and Communication.

**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:

1. Throughout the year, we work diligently to recruit committed volunteers in the community. All volunteer applicants are evaluated for strengths, areas of interests, personality, and suitability for matching with a child, as well as screened for possible security problems. We check with several references and complete a multi-layered background check on all volunteers to ensure child safety. The children in our program are also interviewed to determine needs, personality, and preferences.

Once Bigs and Littles are matched based on common interests, personality, location, and compatibility, they and the child's parent attend a group Pairing Party to meet each other for the first time under the guidance of our Program Specialists. Together, they review program guidelines, learn more about each other, and plan the first outing of the match. Big and Little then begin meeting two to three times a month, for a few hours each time. Together, the pair enjoy free or low-cost activities like playing their favorite sport, working on art projects, fishing, going to the park, and more.

We ask for at least a one-year commitment in our program, but many of our matches remain together longer. Throughout the length of the match, the Program Specialist conducts regularly scheduled support calls with all parties involved to monitor relationship development and child outcomes. These are done monthly in the first year, and quarterly in all subsequent years until the match ends or the child ages out of our program. Should any of our clients need additional support or advice in their match, our Program Specialists and Area Director are always available.

2. BBBSOK serves children ages 6 through 18 years often from low-income, single-parent or guardian households, who, without BBBSOK services, may never have access to nurturing and life-shaping experiences they gain from a mentor. Already our young clients have suffered at least one Adverse Childhood Experience, traumas that will affect their emotional development, their self-esteem and decision-making abilities. Without the addition of an objective and stable adult, they are more likely to have negative interactions with the justice system, engage in substance abuse, or suffer from mental illness.

3. We anticipate that at least 220 youth mentorships through this program annually. Since each match typically benefits at least three people (the Big, Little, and the parent/guardian), we will ultimately impact well over 660 Norman citizens. When the countless other family members, friends, teachers, and classmates of the Littles are considered, the ripple effect through the community is immeasurable. We have approximately 80 children on our waiting list, with more being enrolled weekly, who are ready to be paired with their hand-picked mentor.

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

If awarded, funds would be used to support vital program needs, such as staff salary, and operating expenses, including volunteer background checks, staff training, volunteer appreciation, printing and publications, equipment rental and maintenance, utilities, IT and phone, general supplies, etc.

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

Our target population for this program is children ages 6 through 18 years. Often these children are high-risk and have already faced several hardships in their young lives. Approximately 64% of the children we serve live in single-parent households, with another 7% living with their grandparent or another relative. More than one-third have at least one parent who is or has recently been incarcerated. We do not collect income information for our clients; however, we do know that 73% receive subsidized lunches at school.

\*Describe intake procedures:

Our intake procedures for both the children and volunteers are extensive and thorough. Everyone interested in our program completes an application and in-person interview. For the children, information gathered is used to determine the child's needs, interests, personality, goals, and ability to answer safety questions. If our staff determines that a child's needs exceed what we can reasonably ask a volunteer to address, we refer the family to other local organizations that will be better able to serve them.

For volunteers, our enrollment process also looks at personality and interests, and but also involves an in-depth vetting process to ensure child safety. This includes application and interview questions, personal and professional references, a social media search, and a multi-layered background check.

### Funding and Schedule

#### Funding and Schedule

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

Big Brothers Big Sisters of Oklahoma - City of Norman ARPA Request Budget - 11.15.2022.xlsx

\*Additional Funding Sources for project:

Funding for our one-to-one mentoring program is raised via two local fundraising events: Big Movie Night and Bowl For Kids' Sake. We also receive funding from the United Way of Norman, and individual donors.

\*Implementation Schedule for Project:

BBBSOK is prepared to utilize funds as soon as they are available. Our program is on-going and we are consistently in the process of serving existing matches, enrolling new children and volunteers, making compatible pairings, and supporting matches.

### Organization Information

#### Organization Information

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

Yes

\*Explain in detail:

Big Brothers Big Sisters of Oklahoma received Payroll Protection Program funding twice and Employee Retention Credits. BBBSOK's total COVID relief received was \$1,185,481 for the statewide agency, which includes our Norman office.

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

Research has shown that mentoring youth provides both immediate and long-term benefits. Mentoring improves interpersonal skills of young participants as well as increasing high school graduation and educational aspirations. Teachers and parents report improved behaviors and healthier lifestyle choices and a decreased likelihood of initiating drug and alcohol use.

Big Brothers Big Sisters was founded in 1904 and has successfully facilitated one-to-one mentoring relationships throughout the United States. The Oklahoma affiliate continues to be in good standing with the national network of Big Brothers Big Sisters of America.

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

The requested funds are to make the Norman office of BBBSOK whole from the effects of COVID on fundraising in the local community. From March 2020 through today, we have lost approximately \$120,000 in funding in our Norman office.

### **Project Demographic Distribution**

#### **Project Demographic Distribution**

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

At-risk youth

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

The life-shaping effects of one-on-one mentorships not only impacts the children we serve, it also improves other people in their lives. As a result, we anticipate that within the funding year, our program will impact at least 200 households in the Norman area. Based on the demographics of the children we serve, we can assume that these households are likely low-income and impacted by other hardships.

Although the focus of our program is on changing the lives of children for the better, our volunteers often say that they get just as much out of the relationship.

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

Services are provided throughout the Norman area.



**BBBSOK City of Norman American Rescue  
Plan Act Budget**

**Budget**

Personnel	\$	85,755
Background Checks	\$	1,400
Bank Fees	\$	200
Equipment Rental & Maintenance	\$	177
IT	\$	1,296
Match Activities	\$	120
Meetings	\$	16
Membership & Subscriptions	\$	176
Mileage	\$	256
Occupancy	\$	2,957
Postage	\$	280
Printing and Publications	\$	12
Staff Appreciation	\$	360
Staff Training	\$	240
Supplies	\$	306
Telephone	\$	483

*City of Norman ARPA Funding*  
*Big Brothers Big Sisters of Oklahoma-Norman | Moody, Jeff*

Volunteer Appreciation	\$	20
Shared Services	\$	25,946
<b>Total</b>	<b>\$</b>	<b>120,000</b>



**BBBSOK City of Norman American Rescue  
Plan Act Budget**

**Budget**

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