

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 Thunderbird Clubhouse Board, 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 \$70,000 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:

Kyle Lankford, Board President
P.O. Box 1666
Norman, OK 73070

With copies to:

Linn Blohm, Executive Director
P.O. Box 1666
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: Kyle Lankford
 Printed Name: Kyle Lankford
 Title: Board President, Thunderbird Clubhouse
 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

Organization Overview	
*Organization Name:	Thunderbird Clubhouse Board, Inc
*501(c)3 number:	731425145
*CEO/Organization Director:	Linn Blohm
Contact for this proposal	
*First Name:	Linn
*Last Name:	Blohm
*Address:	1251 Triad Village Dr. Norman, OK 73071
*Email:	lblohm@thunderbirdclubhouse.org
*Phone Number:	405-321-7331
Mailing Address	
*Street Address:	P.O. Box 1666
*City:	Norman
*State:	Oklahoma
*Zip Code:	73070
*Phone Number:	405-321-7331
*Is your Physical Address different from Mailing Address?	Yes
Physical Address	
*Street Address:	1251 Triad Village Dr.
*City:	Norman
*State:	Oklahoma
*Zip Code:	73071
*Amount Requested from City of Norman:	\$70,000.00

Program Information Overview

Program Overview

*Program Name:	Transportation Services
*Focus Area:	Capital funding (could include vehicles)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:	49
*Percentage of Female:	50.9
*Percentage of Non-binary:	0.1

Ethnicity

*Percentage of Asian or Pacific Islander:	0.50
*Percentage of Black or African American:	0.50
*Percentage of Hispanic or Latino:	0.50
*Percentage of Native American or Alaskan Native:	0.50
*Percentage of White or Caucasian:	97.5
*Percentage of Multiracial or Biracial:	0.50
*Is this a new program for your agency?	No
*Number of years your organization has been in operation?	32
*Itemized budget for funds received from City of Norman (Attach budget sheet):	ARPA Budget - Transportation.xlsx
*Additional Funding Sources for project:	

Cash, government contracts/grants, and other private funding

*Implementation Schedule for Project:

This is an ongoing program. The funds for the vehicle will be spent as soon as we are able to secure funding and procure the vehicle. Current wait times for new commercial vans can be up to 18 months in the current market.

Narrative

Narrative

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

Transportation has been an active part of Clubhouse programming since the purchase of our first vehicles in the 1990s. A significant majority of our members do not own their own vehicles and rely on public transportation and our daily transportation program to attend Clubhouse, get to appointments, and establish employment. Clubhouse has three vehicles: an SUV for trips with smaller numbers of people, a wheelchair accessible minivan, and a 15 passenger van. The 15 passenger van, known affectionately as "Big Daddy", is now 20 years old and has traveled 135k+ miles. The van has been a workhorse for the transportation program but is beginning to have serious repair issues. We no longer believe it is prudent to drive the vehicle farther than the OKC metro area. It is the oldest vehicle we own and is reaching the end of its useful life.

During the height of the pandemic, when Thunderbird Clubhouse was not physically open to our members, we relied on our vehicles to ensure we made home visits to our members. During these times, we were able to deliver 50-70 meals and grocery boxes to members and their families per day. We also delivered masks, toilet paper and other consumables, medications, and other necessities when our members were nervous or too anxious to leave their homes. Many times, Clubhouse employees were the only people our members would actually see during the week.

Due to the increased food insecurity and anxiety of our members during COVID, our vehicles withstood a large amount of "wear and tear" that is abnormal from our typical daily operations. After reopening physically in 2021, we have seen a huge increase in the amount of members coming to Clubhouse and needing transportation to and from our program.

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:

The transportation program operates whenever the Clubhouse is open for members. Member 'pick-up' is done Monday through Friday at 8:00am and again at 11:00am. 'Take home' is done Monday through Friday at 4:00pm. Clubhouse is open on all federal holidays; pick-up and take home for these events are also provided. Socials are held on one weeknight and two weekends per month. The vehicles are used for pick up, take home and transportation to whatever destination is chosen for that social event. The vehicles are also utilized for all Clubhouse shopping trips and errands, which are done side-by-side with members. Additionally, transportation is provided for member entitlement, employment, and housing appointments. All members in the local area are able to utilize the transportation program. We currently have an average daily attendance of 42, active membership of 145 per month, and an average of 48 members attending socials per month. We typically transport 10 to 12 members per day.

*If awarded, how will this funding be used?

We will use the funds to purchase a new 15 passenger van. If a new van is unavailable, we will purchase a gently used 15 passenger van in excellent condition. Any monies remaining over purchase price will be used for auto insurance premiums, vehicle repair & maintenance, and fuel for all vehicles in the transportation program.

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

Thunderbird Clubhouse serves individuals over 18 who have a serious mental illness diagnosis. Around 98% of our members are considered low income.

*Describe intake procedures:

A referral from a service or health provider is sent to Clubhouse providing confirmation of a severe and persistent mental illness. The referral is processed by the executive director. Once the director approves the referral, the member is invited to attend New Member Orientation.

The orientation process is provided one morning every other week. At orientation, we explain to the new members The Clubhouse Model of Rehabilitation, the rules by which the Clubhouse is governed, and the ability to experience the Work-Ordered Day. After the individual has completed orientation, they are considered a member. Once someone becomes a member, they are a member for life. Membership has no time limits; members are available to return after any length of time away from Clubhouse with all the rights of membership retained.

Funding and Schedule

Funding and Schedule

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

ARPA Budget - Transportation.xlsx

*Additional Funding Sources for project:

The transportation program is operated from general funding and does not have any other specific funding sources. The majority of general funding is through general contributions, fundraising and an annual contract with from the Oklahoma Department of Mental Health & Substance Abuse Services that has been in place for over 20 years.

*Implementation Schedule for Project:

The new vehicle will be purchased or ordered as soon as funding is secured. In the current market, the delivery of ordered vehicles can see a delay of up to 18 months, sometimes longer.

Organization Information

Organization Information

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

Yes

*Explain in detail:

Thunderbird Clubhouse received a first round Payroll Protection Program loan in the amount of \$75,000, which was forgiven. All other COVID monies have been specific for housing or food related programs.

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

A transportation program is a requirement for accreditation within the Clubhouse Model. The Clubhouse International Standards #26 reads, "The Clubhouse is located in an area where access to local transportation can be assured, both in terms of getting to and from the program and accessing TE opportunities. The Clubhouse provides or arranges for effective alternatives whenever access to public transportation is limited."

As public transportation in Norman is limited, the Clubhouse has provided an in-house transportation program since the 1990s. In this program, Clubhouse owns 3 vehicles that are driven by staff and members, who are all on the automobile insurance policy.

To become a Clubhouse driver, a member must be in good standing for at least six months, have had a driver's license and been an active driver for at least 12 months, and have an acceptable driving record.

Transportation is provided to and from our facility for participation in the work-ordered day Monday through Friday as well as for our holidays, nights and evening socials. In June, we added an additional midday pickup for those who prefer to attend only in the afternoon. This is helpful for those whose medications or routines make it more difficult to function in the morning and limit their ability to access the morning pick up opportunity.

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

The social distancing and isolation of the pandemic had far reaching consequences for the mental health of our local community and on a national/international level. The federal government has recognized these effects and has made funding for mental health resources one of the pillars of COVID funding eligibility.

For our members, who have severe and persistent mental health issues, depression and anxiety (which are already a symptom of mental health issues) were exacerbated by the isolation of quarantine and the general anxiety felt with the pressure of a deadly or life altering sickness. The impacts of the trauma and repercussion of having lived through a global pandemic are expected to be years long and evolving.

Providing a community and support system for our members has helped to reduce the feelings of isolation and has enabled our members to reengage in society quicker and more fluidly. As of June, we have seen our daily attendance numbers increase and are averaging above our pre-pandemic numbers for daily attendance.

During the pandemic, when Clubhouse did not have in-person attendance, the vehicles were used to provide lunch delivery for 50 to 70 people daily. In addition to lunch delivery, staff used the vehicles for socially distanced in-home visits and to drop off essential supplies, including hygiene necessities and prescription medications for those unable to access them.

Project Demographic Distribution

Project Demographic Distribution

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

Individuals with severe and persistent mental illness.

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

Individuals with severe mental illness and who are predominantly low income.

*Neighborhood Location/Service: What area served?

Mostly Norman; some members live in Moore, OKC, Noble, Purcell, and other surrounding areas

***City of Norman ARPA Funding
Thunderbird Clubhouse / Blohm, Linn***

City of Norman ARPA Budget

Annual Clubhouse Budget	
Member Services	
Transportation	\$6,000.00 Fuel and Repair & Maintenance
Insurance	\$2,000.00 3 vehicles
Auto Insurance	
Capital Expenditure	\$65,000 15 passenger van, new purchase and delivery
Budget Total	\$73,000.00

***City of Norman ARPA Funding
Thunderbird Clubhouse / Blohm, Linn***

City of Norman ARPA Budget

Annual Clubhouse Budget	
Member Services	
Transportation	\$6,000.00 Fuel and Repair & Maintenance
Insurance	\$2,000.00 3 vehicles
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Capital Expenditure	\$65,000 15 passengervan, new purchase and delivery
Budget Total	\$73,000.00