

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 Society of St. Vincent de Paul, St. Thomas More University Parish Conference., 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 \$15,000 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:

Patricia Chojnicki, Conference Board President
100 Stinson Street
Norman, OK 73072

With copies to:

Janice Watkins, Conference Board Vice President
100 Stinson Street
Norman, OK 73072

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.

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: PATRICIA S CHOJNICKI

Title: CONFERENCE PRESIDENT

Date: 01/05/23

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

City of Norman ARPA Funding
St. Vincent de Paul Society at St. Thomas More Church | Chojnicki, Patricia

Percentage of people served identifying as (add '0' in case of null)
Gender

*Percentage of Male:	35
*Percentage of Female:	65
*Percentage of Non-binary:	0

Ethnicity

*Percentage of Asian or Pacific Islander:	0
*Percentage of Black or African American:	15
*Percentage of Hispanic or Latino:	15
*Percentage of Native American or Alaskan Native:	5
*Percentage of White or Caucasian:	60
*Percentage of Multiracial or Biracial:	5

*Is this a new program for your agency? No

*Number of years your organization has been in operation? 21 years

*Itemized budget for funds received from City of Norman (Attach budget sheet): 2023 SVDP at STM Budget.xlsx

*Additional Funding Sources for project:

None

*Implementation Schedule for Project:

We will begin immediately by adding the grant money into our existing treasury. The infusion of the money from the grant will enable us to increase our payments for rent or utility payments from \$75 to \$150, thus increasing the amount we can assist the low and moderate income households we help. Since rent and utility costs have increased dramatically in the past year or so, this additional money will enable us, working with the other two St. Vincent de Paul conferences in Norman, Catholic Charities, and other churches and social service agencies in Norman, to bring relief to our neighbors in need, specifically those impacted by COVID.

Narrative
Narrative

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

City of Norman ARPA Funding
St. Vincent de Paul Society at St. Thomas More Church | Chojnicki, Patricia

The Society of St. Vincent de Paul, St. Thomas More University Parish Conference was founded in 2001 to provide assistance to our neighbors in need in Norman with rent or utility payments. Members of the Society, known as Vincentians, are volunteers from our church community who are trained to meet with people in need to assess their needs and provide resources in addition to the stated request of rent or utility payment assistance.

We meet with people in need every day in our community. We are skilled at listening as our neighbors tell their stories, and are constantly in awe of how they deal with seemingly constant adversity and difficulties most of us would never encounter if we lived three lives. The working poor we meet are proud of themselves, their families, and the work they do. The working poor we meet are not "shiftless," "lazy," or any other negative label others want to place on them. They just need a hand up, and we Vincentians are honored to be that hand.

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:

A. Program Activities: Vincentians meet with neighbors in need who have contacted the conference through the helpline. While Vincentians go in pairs to meet in person in the neighbor's home, for health safety reasons they are also trained to assist them over the phone. Once the Vincentians have heard the neighbor's story, they assess the best way to provide assistance. A \$75 payment can be requested from the treasurer to be sent directly to the utility company or landlord/apartment complex/property owner (money is never provided to the individual or family). The Vincentians also provide a resource list of other churches and social service organizations in Norman who may be able to provide assistance. Vincentians can also provide donated furniture or food to a struggling family or individual.

B. Population served: The St. Thomas More University Parish Conference serves low to moderate income individuals and families in Norman.

C. In fiscal year 2022 (October 1, 2021 to September 30, 2022), the St. Thomas More University Parish Conference helped 1,600 people in need in Norman, including over 400 children.

*If awarded, how will this funding be used?

City of Norman ARPA Funding
St. Vincent de Paul Society at St. Thomas More Church | Chojnicki, Patricia

This funding will be used to increase our rent or utility payments from the current rate of \$75 to \$150 for those households impacted by COVID. This will go a long way in helping to pay a \$400+ electric bill, or a \$1,000 rent payment. Combined with funds from other churches and organizations in Norman, as well as the St. Vincent de Paul South Central District Council and Catholic Charities with whom we often collaborate, we will be able to keep people housed and keep the heat and lights on throughout 2023.

During the year, if we observe that the number of people requesting assistance is increasing, we will lower our payments from \$150 to \$125 or \$100 in order to assist more neighbors in need.

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

The St. Thomas More University Parish Conference serves low to moderate income individuals and families regardless of nation of origin, race, ethnicity, religious (non-)affiliation, sexual orientation, gender, immigration status, age, marital status, or any other qualifier. The need must be present; that is all.

*Describe intake procedures:

St. Thomas More provides a helpline (405-329-5372) and e-mail (svdp@stm-ou.org) for people in need to leave a message. Trained Vincentian volunteer call takers use a password to access the messages, keep a log of the calls and e-mails, and check if the caller is in our service area. The call taker then checks the secure online database to see if we have assisted the caller in the last 12 months. If eligible, the call taker assigns the case to a Vincentian who is the "lead."

The lead Vincentian arranges a convenient time for a home visit with the neighbor and calls another Vincentian to accompany him/her on the visit. Note that due to health safety concerns, the Vincentian may elect to do a phone visit instead. During the visit, the lead Vincentian fills out an intake form which includes names and ages of all the members of the household, address, stated need, payment information, household income and sources of income, and makes notes for other resources needed (e.g. WIC, veterans services, legal aid). The lead Vincentian will provide a resource list to the neighbor so they can follow up on other assistance as needed.

The lead Vincentian will then go home and enter the information in the database and request a check from the treasurer. Depending on the amount of financial or other help needed, the Vincentian may follow up with the neighbor over the next several days or weeks to ensure they have received all the help they needed.

Funding and Schedule

Funding and Schedule

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

2023 SVDP at STM Budget.xlsx

City of Norman ARPA Funding
St. Vincent de Paul Society at St. Thomas More Church | Chojnicki, Patricia

***Additional Funding Sources for project:**

Our usual source of income is voluntary contributions to the Poor Box and online at stm-ou.org/ministries/st-vincent-de-paul from our church congregation. This usually totals about \$85,000 - \$95,000/year. This grant money would greatly supplement our existing program. We have been providing COVID-related relief since the onset of COVID in 2020 without additional funding resources.

***Implementation Schedule for Project:**

The funds will be added to our existing treasury and used immediately to assist low and moderate income households with rent or utility payments, specifically those impacted by COVID.. We will be able to increase the amount we are currently providing to utility companies or landlords/apartment complexes from \$75 per household (in a 12-month period) to \$150.

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.

The Society of St. Vincent de Paul, St. Thomas More Univeristy Parish Confernece has 21 years experience dealing with the working poor (low to moderate income individuals and families) in Norman. We are a faith-based organization that seeks to alleviate the suffering of the poor without proselytizing, and treat every person we meet with respect and dignity.

We are an organization of volunteers who are trained in doing compassionate home visits and phone visits. Without paid staff, and with financial contributions from our members that cover operating expenses, we have no overhead expenses.

We have been providing assistance with rent and utility payments efficiently and effectively throughout these 21 years, and have a sterling reputation and professional working relationship with the utility companies, the City of Norman Utility Department, and landlords/apartment complexes/property owners throughout Norman.

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

City of Norman ARPA Funding
St. Vincent de Paul Society at St. Thomas More Church | Chojnicki, Patricia

We have been providing utility and rent assistance to low and moderate income households since Day One of the onset of COVID. Before government programs were even conceived of, the St. Thomas More University Parish Conference of the Society of St. Vincent de Paul switched to phone-only visits (as home visits were too risky for health reasons) and continued nonstop to meet the needs of our neighbors impacted by COVID. As you recall, the most impacted populations during the shut-down were the low to moderate income populations: restaurant workers, hospitality and hotel/motel housekeepers and support staff, gig workers, etc. The calls to our helpline increased significantly, mostly from people who had never needed to reach out for help before.

In many ways, the grant money will help make up, in a small way, for the funds we have already spent on COVID-related relief. In addition, as COVID continues to impact the neighbors we serve, either through contracting one of its variants themselves, or by being laid-off due to impacts of the disease, we will use the funds to help them as they also face escalating costs for rent and utility bills.

Project Demographic Distribution

Project Demographic Distribution

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

Low income individuals and families.

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

Moderate income individuals and families

*Neighborhood Location/Service: What area served?

Norman

***City of Norman ARPA Funding
St. Vincent de Paul Society at St. Thomas More Church | Chojnicki, Patricia***

**Saint Vincent de Paul Society, St. Thomas More Conference
Estimated 2023 Budget**

Income

Church congregation contributions to Poor Box and online at stm-ou.org/ministries/st-vincent- de-paul	75,000
ARPA Grant	50,000
	125,000

Expenses

Rent and Utility Payments - Client Assistance	125,000
Total Expenses	125,000

Net Balance 0

NB: All expenses for online database, stamps, bank fees, etc. are paid from Member donations.

City of Norman ARPA Funding
St. Vincent de Paul Society at St. Thomas More Church | Chojnicki, Patricia

Saint Vincent de Paul Society, St. Thomas More Conference
Estimated 2023 Budget

Income

Church congregation contributions to Poor Box and online at stm-ou.org/ministries/st-vincent-de-paul	75,000
ARPA Grant	50,000
	125,000

Expenses

Rent and Utility Payments - Client Assistance	125,000
Total Expenses	125,000

Net Balance 0

NB: All expenses for online database, stamps, bank fees, etc. are paid from Member donations.