

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 Bridges of Norman, 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:

Michael Eastmond, Board President
1670 Stubbeman Ave
Norman, OK 73069

With copies to:

Stacy Bruce, Executive Director
1670 Stubbeman Ave
Norman, OK 73069

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 Eastmond
 Title: Board President
 Date: 5 January, 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:	Bridges of Norman, Inc.
*501(c)3 number:	731466304
*CEO/Organization Director:	Stacy Bruce
Contact for this proposal	
*First Name:	Stacy
*Last Name:	Bruce
*Address:	1670 Stubbeman Ave
*Email:	sbruce@bridgesnorman.org
*Phone Number:	405-579-9280
Mailing Address	
*Street Address:	1670 Stubbeman Ave
*City:	Norman
*State:	Oklahoma
*Zip Code:	73069
*Phone Number:	405-579-9280
*Is your Physical Address different from Mailing Address?	No
*Amount Requested from City of Norman:	\$265,000.00

Program Information Overview

Program Overview	
*Program Name:	SHAPE (Support Staff, HVAC, Apartment Renovations, Parking lot, Environmental Attention)
*Focus Area:	Capital funding (could include vehicles)
Percentage of people served identifying as (add '0' in case of null)	
Gender	

*Percentage of Male:	25
*Percentage of Female:	60
*Percentage of Non-binary:	15
Ethnicity	
*Percentage of Asian or Pacific Islander:	0
*Percentage of Black or African American:	35
*Percentage of Hispanic or Latino:	0
*Percentage of Native American or Alaskan Native:	0
*Percentage of White or Caucasian:	35
*Percentage of Multiracial or Biracial:	30
*Is this a new program for your agency?	No
*Number of years your organization has been in operation?	27
*Itemized budget for funds received from City of Norman (Attach budget sheet):	ARPA_CityofNorman_Budget.xlsx
*Additional Funding Sources for project:	
Bridges is currently using reserves to pay for the necessary HVAC repairs and mold remediation. Additional support staff salaries are being absorbed in operating. Parking lot repairs are on hold.	
*Implementation Schedule for Project:	
9 HVAC (R22) units left to replace on property will be installed in 2023. Mold remediation is done as soon as detected and ongoing. Parking lot would be in 2023 per Silver Star's availability. Part-time Support Staff are already working and paid 26 pay periods per year.	

Narrative

Narrative

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

Bridges is a nonprofit organization formed through a collaboration of the Norman community, Norman Public Schools, and the Norman Housing Authority. We assist high school students who live alone due to a family crisis, including the death of a parent, parental incarceration, or homelessness, by offering 20 individual apartments with sliding-scale rent based on the student's income, connection to other social service agencies, assistance with almost any school-related activity, trained mentors, and college scholarships.

Students are responsible for maintaining their grades and school attendance; attending weekly life skills meetings; and conducting themselves maturely.

OUR STUDENTS: Bridges student live at Bridges due to no fault of their own. Currently, 37% experienced abuse or neglect, 27% family homelessness, 17% addiction in the home, 6% mental illness, 5% financial instability, 5% aged out of foster care, and 3% were abandoned.

Helping students, in family crisis, by providing a safe and supportive environment so that they may graduate high school is at the forefront in which Bridges exists. Removing obstacles like shelter, food, running water, electricity, clothing, birth certificates, identifications, and access to medical, dental, vision, trauma therapy, and academic support are all critical in allowing a student to focus on school, ultimately resulting in graduation. We know, through statistics, that students who earn a high school diploma have a better chance of being successful in their future.

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:

All Bridges students are required to have a job, attend school, pass their classes, and attend a mandatory weekly lifeskills class. Lifeskills classes cover topics such as filling out a job application, writing a resume, interviewing for a job, registering to vote, cooking, budgeting, healthy relationships, suicide prevention, changing a tire, checking for oil, and many other skills teenagers need to learn.

OUR STUDENTS: Bridges students live at Bridges due to no fault of their own. Currently, 37% experienced abuse or neglect, 27% family homelessness, 17% addiction in the home, 6% mental illness, 5% financial instability, 5% aged out of foster care, and 3% were abandoned. Bridges has 25% male, 60% female, and 15% nonbinary. Our student breakdown for ethnicity is 35% caucasian, 35% African American, and 30% biracial.

Bridges has the ability to house 20 students on property. However, we also have a nonresidential program in which we provide support and services to students who have a safe place to stay.

*If awarded, how will this funding be used?

S= Support Staff. Bridges has employed 3 additional staff since COVID to help offset the rise in students plus the loss of NHA as maintenance for our property.

H = new HVAC units. Bridges currently has 9 remaining HVAC units that are no longer approved due to the refrigerant being an ozone depleting substance. These remaining 9 units cost \$4750 each.

A = Apartment Renovations. Water heaters have started to fail, clog, overflow and cause flooding and mold in apartments. Originally Sooner Pointe Apartments and built in the 1970s, it is time to renovate and update appliances with a continued focus on safety for our students.

P = Parking Lot resurfacing. Ouch! A huge hole in the middle of the parking lot causes a lot of wear and tear on students and staff's cars. The entire parking lot needs resurfaced and restripped.

E = Environmental awareness. All things listed above will consider they options that are best on our environment.

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

Bridges serves high school students in family crisis. They are unaccompanied minors or homeless high school students. They are low income or lack income altogether. Bridges serves as transitional living while they finish high school. Our students come from cycles of abuse, addiction, and generational poverty. Our mission is "empowering high school students in family crisis to pursue education without obstacles."

*Describe intake procedures:

Bridges is not an emergency shelter. An application must be completed by the student. Staff reviews the application before conducting an interview. At the time of the interview, staff will gather more information as well as references from teachers, family and friends. After the interview, staff will determine if the student will be accepted as a Bridges residential living student, a nonresidential student, or denied for our program. If accepted, an intake meeting takes place in which releases are signed, handbook is discussed, ROI and other legal documents are secured, and a student receives their keys to their new apartment.

Funding and Schedule

Funding and Schedule

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

ARPA_CityofNorman_Budget.xlsx

*Additional Funding Sources for project:

Currently no additional funding sources. Bridges is using reserves and operating dollars as necessary.

*Implementation Schedule for Project:

All work to be completed in 2023. Schedule dependent on supply chain, labor availability, and funding.

Organization Information

Organization Information

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

Yes

*Explain in detail:

Qualified and received PPP. Forgiven of PPP loan. Currently in process of ERC funding approval.

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

Bridges is a nonprofit organization formed through a collaboration of the Norman community, Norman Public Schools, and the Norman Housing Authority. We assist high school students who live alone due to a family crisis, including the death of a parent, parental incarceration, or homelessness, by offering 20 individual apartments with sliding-scale rent based on the student's income, connection to other social service agencies, assistance with almost any school-related activity, trained mentors, and college scholarships.

Students are responsible for maintaining their grades and school attendance; attending weekly life skills meetings; and conducting themselves maturely.

OUR STUDENTS: Bridges student live at Bridges due to no fault of their own. Currently, 37% experienced abuse or neglect, 27% family homelessness, 17% addiction in the home, 6% mental illness, 5% financial instability, 5% aged out of foster care, and 3% were abandoned.

Helping students, in family crisis, by providing a safe and supportive environment so that they may graduate high school is at the forefront in which Bridges exists. Removing obstacles like shelter, food, running water, electricity, clothing, birth certificates, identifications, and access to medical, dental, vision, trauma therapy, and academic support are all critical in allowing a student to focus on school, ultimately resulting in graduation. We know, through statistics, that students who earn a high school diploma have a better chance of being successful in their future.

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

Bridges, initially did not experience loss of revenue related to COVID. However, our services were interrupted by schools and businesses being shutdown and now, in 2022 we are feeling the after effects of COVID revenue. (1) 90% of Bridges students are referred by high school counselors & administrators. With school shut down or held virtually, many students went unnoticed, resulting in lower numbers for Bridges. (2) Vital businesses for Bridges to properly conduct business were shutdown and/or changed policies and procedures making it difficult for Bridges to fully serve our students. (3) without vital records, students were unable to receive housing from NHA. An apartment is worth \$435 a month to Bridges. When students are not on housing or clients are not being detected, the loss of funding from NHA can be substantial. (4) Bridges paid over \$12,000 to increase wifi capacity, installing access points in all apartments. (5) students were still expected to work, many of them deemed essential workers. Transportation, required work documents, clothing, were still necessary.

The above increases in costs and interruption in Bridges services caused HVAC replacements and parking lot repair to be placed on hold. Also, Bridges hired additional staff to help serve the influx of students referred to our program once school resumed. As predicted, the need has been greater than before COVID. All the projects and support staff allow Bridges to provide safe and supportive housing to Bridges students.

Project Demographic Distribution

Project Demographic Distribution

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

Homeless Youth

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

Homeless/Unaccompanied high school students living independently while finishing high school.

*Neighborhood Location/Service: What area served?

Cleveland County, Norman Public School teens

**City of Norman ARPA Funding
Bridges of Norman | Bruce, Stacy**

Description	Cost	Additional Information
Support Staff 1	\$23,400	Added staff to accommodate increased case load
Support Staff 2	\$23,400	Added staff to accommodate increased case load
Support Staff 3	\$23,400	Added property manager to help with onsite maintenance; NHA discontinued maintenance contract with Bridges
Parking Lot Resurface	\$45,000	set to resurface in 2020. Held off due to uncertainties with Covid 19. Large holes and gravel breaking in parking lot
HVAC Unit 1	\$4,750	Prices have increased 6% and are going up an additional 20% in 2023 per DM Boyd HVAC. These remaining 9 units are R22 & need to be 410A
HVAC Unit 2	\$4,750	see above
HVAC Unit 3	\$4,750	see above
HVAC Unit 4	\$4,750	see above
HVAC Unit 5	\$4,750	see above
HVAC Unit 6	\$4,750	see above
HVAC Unit 7	\$4,750	see above
HVAC Unit 8	\$4,750	see above
HVAC Unit 9	\$4,750	see above
Apartment Renovations (hot water heaters, mold remediation, floors)	\$100,000	age of apartments is starting to show. Hot water tanks are breaking & leaking. We have had to remediate mold in 3 apartments so far. Floors are needing repair too.
Total	\$257,950	
Estimated Add'l	\$7,050	extra for any cost above that goes over.
TOTAL COST	\$265,000	

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