

ARPA SUBRECIPIENT APPLICATION REVIEW AGREEMENT

This ARPA Subrecipient Application Review Agreement ("Agreement") is dated as of the 13 day of Sept. 2022, by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and the United Way of Norman, a not-for-profit Oklahoma corporation ("Contractor").

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 nonprofits; and

WHEREAS, the Contractor has provided grants and funds to non-profits within the community to provide needed services and programs addressing the needs of the Norman community and has a review system and staffing for an application process to award grants and funding; and

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

WHEREAS, the City of Norman City Council reviewed potential uses of ARPA Funds for support of nonprofits and has recommended that \$1,900,000 in ARPA Funds be utilized for the support of nonprofits impacted by the COVID pandemic; and

WHEREAS, City and Contractor desire to enter into this Agreement so that the City may provide ARPA Funds for appropriate and qualifying expenditures of grant funds for certain nonprofit support, with the Contractor providing the review process and staff to oversee and administer the application process and determine the applicants and requests to recommend that the City award.

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 January 31, 2023, unless terminated by the City in writing.
2. ARPA Funds. The City agrees to provide the Contractor a total sum not to exceed 6% of the total amount of funds awarded within 30 days of the completion by Contractor of the application review process.
3. Application Process. The Contractor shall develop an application process for the City's non-profit assistance program, to be funded by ARPA Funds and shall provide notice of the program

to tax-exempt non-profits under section 501(c)(3) of the Internal Revenue Code that have offices or provide services in Norman. Contractor shall give sufficient time for application submittal, and shall review such applications at a date and time so provided in the notice of the program. Upon review of all applications, Contractor shall make a recommendation of award of program funding to the City based on need, ability to provide eligible programming, and compliance with the Review Criteria set forth herein.

4. Review Criteria. The Contractor shall ensure that ARPA Funds requests are from tax-exempt non-profits under section 501(c)(3) of the Internal Revenue Code and are for program or services that are necessary to respond to the public health emergency and negative economic impacts of the pandemic as provided in the Final Rule.
 - a. General Standards. Subrecipient applications must satisfy the requirements for all uses under the public health emergency and negative economic 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. Responding to the public health emergency and negative economic impacts of the pandemic include:
 - (1) Utilizing funding for programs or services in response to those impacted by the negative health and economic impacts of the pandemic
 - (2) Responding with funds for COVID-19 mitigation and prevention, medical expenses, behavioral healthcare and preventing and responding to violence
 - (3) Other support for nonprofits that are reasonably designed to benefit individuals or classes that experienced impact or harm and are related and reasonably proportional to the extent and type of impact or harm.
 - (4) Mitigation of financial hardship of the applicant provided such financial hardship is the result of the pandemic.
 - b. Capital Expenditures. It is anticipated that some of the Subrecipient applications may be for capital expenditures. In addition to meeting the General Standard set forth above, Subrecipient must submit a Written Justification for its capital expenditure to ensure the project is responsive to pandemic related needs and is reasonably proportional to the harm identified.
 - c. City Conditions. As the ARPA funds designated herein are specifically for the purpose of the aiding nonprofits most effected by the COVID pandemic, the review system should prioritize those serving populations located in a Qualified Census Tract and minority populations.
5. 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. No applications that request funds for the above uses can be recommended for approval.

6. Reporting Requirements. Subrecipient must acknowledge in their applications that they will submit quarterly Project and Expenditure Reports to City within fourteen (14) days of the end of the each quarter during which they receive funding. The required reports shall contain:
 - 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 provide the following information in each report required for any grant funds received:
 - 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.
 - g. Neighborhood Location/Service. The Subrecipient will identify the location of their

office(s) and/or neighborhoods served.

- h. Compliance with Laws, Guidelines. The Subrecipient will acknowledge in their applications that they 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.
 - i. Maintenance and Audit of Records. The Subrecipients will agree to maintain records, books, documents, and other materials relevant to its performance under acceptance of any ARPA grants under this program. These records shall be subject to inspection, review and audit by the City or its designee for five (5) years following the award of any grants under this program. 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.
7. Termination. The City may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Contractor.
8. 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 Contractor 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.
9. Indemnification. The Contractor 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 Contractor, its officers, directors, employees, and/or agents relating to the Contractor's performance or failure to perform under this Agreement.
10. 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:

Contractor:

United Way of Norman

Attn: Daren Wilson, President

424 W. Main Street

2424 Springer Dr. Ste 304 

Norman, OK 73069

City:

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

11. 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.
12. Time. Time is of the essence in this Agreement.
13. 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.
14. Amendment. No amendment or modification to this Agreement will be effective without the prior written consent of the authorized representatives of the parties.
15. 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.
16. 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.
17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties

hereto and their respective successors.

18. Assignment. The Contractor shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the City.
19. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Contractor for the review of Applications for 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.
20. 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 or any subrecipients have 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 this Agreement requires to be acknowledged by any subrecipients in their applications.
21. 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.
22. 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.
23. 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.

UNITED WAY, CONTRACTOR

By: Daren Wilson
Printed Name: DAREN WILSON
Title: PRESIDENT/CEO
Date: September 13, 2022

CITY OF NORMAN, OKLAHOMA

By: _____
Larry Heikkila, Mayor, City of Norman

Attest: _____
Brenda Hall, City Clerk

Approved as to form and legality this _____ day of _____, 2022.

Kathryn L. Walker, City Attorney