

ARPA BENEFICIARY AGREEMENT

BOARD OF OKLAHOMA COUNTY COMMISSIONERS And SECOND CHANCE THRIFT

THIS AGREEMENT is made and entered into by and between the Board of Oklahoma County Commissioners, herein referred to as COUNTY, and the Second Chance Thrift referred to as BENEFICIARY, for the provision of ARPA funding for facilities managed by the BENEFICIARY.

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act establishes a Coronavirus State and Local Fiscal Recovery Fund (SLFRF) which allocates \$350 billion for state, local, and Tribal governments; and

WHEREAS, Oklahoma County accepted \$154 million American Rescue Plan Act funding from the United States Department of the Treasury; and

WHEREAS, this agreement is consistent with American Rescue Plan Act guidelines as laid out in the Final Rule which took effect on April 1, 2022; and

WHEREAS, the BENEFICIARY requests and the COUNTY agrees to provide funding to the BENEFICIARY for eligible expenditures under the American Rescue Plan Act; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term**: The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2026.
2. **Sub-awarding**: For the purposes of this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the BENEFICIARY serves as the recipient of a sub-award. This agreement is entered into based on the following representations:
 - a. The BENEFICIARY represents that it is fully qualified and eligible to receive these funds per the funding requirements;

- b. The COUNTY received these funds from the federal government, and the COUNTY has the authority to sub-grant these funds to the BENEFICIARY upon the terms and conditions outlined below; and
- c. The COUNTY has authority to disburse the funds under this agreement.

The COUNTY agrees to provide assistance to the BENEFICIARY by contributing a Trailer for operations of laundry services that is valued at \$7,244.9. An agreement with a beneficiary is for providing assistance to the end user—the individual or entity needing the benefit.

The BENEFICIARY must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) to mitigate financial hardships incurred because of COVID-19 during the Term.

These funds must be spent in accordance with the guidance on the United States Treasury's website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

BENEFICIARYS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

BENEFICIARY is required to review the United States Treasury's website for updates to ensure compliance with the most updated CSLFRF guidance.

- 3. **COUNTY Responsibilities:** The COUNTY will assume the following duties and responsibilities:
 - a. Follow established processes for reviewing eligibility of all projects receiving American Rescue Plan Act State and Local Fiscal Recovery Funds
 - b. Transfer funding to BENEFICIARY upon approval by COUNTY Board of County Commissioners and Budget Board
 - c. Submit reporting on BENEFICIARY projects to US Treasury, pending receipt of reporting information from BENEFICIARY

4. **BENEFICIARY Representatives:** Delisa Herbert-Jones

- 5. **BENEFICIARY Responsibilities:** The BENEFICIARY will assume the following duties and responsibilities:
 - a. Submit desired projects for consideration per process established by the County Policy and Governance Committee; However, the COUNTY'S provisional determination that an expenditure is eligible does not relieve the BENEFICIARY of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY or the Federal government to be ineligible. further acknowledges that the CSLFRF funding may be utilized only for the uses authorized by American Rescue Plan Act. Accordingly, BENEFICIARY covenants that the use of the CSLFRF funding by BENEFICIARY pursuant to this Agreement is limited to only those uses for which the CSLFRF funding may be utilized under American Rescue Plan Act.
 - b. Comply with 2 CFR 200 (Uniform Guidance) for accounting standards and cost principles

- c. Comply with all STATE, COUNTY and 2 CFR 200 laws/rules related to procurement, including COUNTY and 2 CFR 200 standards relating to conflict of interest
 - d. For capital expenditures, provide written justification as required by the U.S. Treasury's Final Rule.
 - e. For any vendors or subcontractors used by the BENEFICIARY, the BENEFICIARY must ensure that the vendor or subcontractor adhere to State, County and 2 CFR 200 procurement laws and include any contract language designated by the County.
 - f. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and S BENEFICIARY shall be solely liable for such expenses and liabilities.
6. **Enforcement:** BENEFICIARY certifies that the information provided is complete, accurate, and current demonstrating BENEFICIARY'S eligibility to receive the Funds. BENEFICIARY is liable for recapture of Funds if any representation made in the reimbursement requests, reporting or supporting documentation is at any time false or misleading in any respect, or if BENEFICIARY is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. This Section shall survive the termination of this Agreement.
7. **Recapture of Expenses:** Funds provided by the COUNTY to the BENEFICIARY under this agreement are subject to recapture by the COUNTY under the following conditions:
- a. Any funds that are not expended as authorized under this agreement must be refunded to the COUNTY prior to December 31, 2026.
 - b. Any funds that are not expended by December 21, 2026, are subject to recapture by the COUNTY for return to the United States Department of the Treasury
 - c. The COUNTY'S determination that an expenditure is eligible does not relieve the BENEFICIARY of its duty to repay the COUNTY in full for any expenditures that are later determined by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.
 - d. The BENEFICIARY has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The BENEFICIARY will also report all suspected fraud to the county.
8. **BENEFICIARY Monitoring:** The BENEFICIARY agrees to permit representatives of the COUNTY, the Federal or State government to inspect all records, papers, documents, facilities' goods and services of the BENEFICIARY and/or interview any clients, employees, and contractors of the BENEFICIARY to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the

law after giving the BENEFICIARY reasonable notice. BENEFICIARY will rectify noted deficiencies and provide COUNTY with a reasonable and acceptable justification for not correcting noted shortcomings. BENEFICIARY'S failure to correct or justify the deficiencies within the time specified by the COUNTY may result in termination of this agreement.

9. **Audit and Record Retention:** The BENEFICIARY 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 COUNTY or its designees, the State Auditor, and the US Treasury as outlined in 2 CFR 200. If it is determined during the course of the audit that the RECIPIENT was provided funds for unallowable costs under this Agreement or any, the RECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request. The BENEFICIARY must maintain records and financial documents in compliance with all standards in the ARPA CSLFRF guidance and 2 CFR 200.

Generally, records and financial documents must be maintained for five years after all funds have been expended or returned. The COUNTY or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. BENEFICIARY must agree to provide or make available such records to the COUNTY upon request, to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations. The COUNTY may access the BENEFICIARY records and financial statements as necessary to conduct monitoring activities.

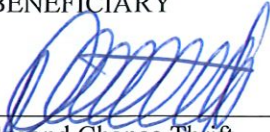
10. **Closeout:** BENEFICIARY will comply with all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, SLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per SLFRF compliance and reporting is 5 years.
11. **Termination:** The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the BENEFICIARY.
12. **Denial of Disbarment.** BENEFICIARY agrees and herein attests to the fact that neither it nor any of its agents or agencies are currently or have previously been subject to a federal disbarment, suspension or exclusion from federal contracts.
13. **Anti-Lobbying.** BENEFICIARY agrees that it or any agent or agency thereof, will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.
14. **Indemnification:** The BENEFICIARY agrees to defend, indemnify, and hold the COUNTY, 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 to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the BENEFICIARY, its officers, directors, employees, and/or agents relating to the BENEFICIARY's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

15. **Remedies:** The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the BENEFICIARY, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the BENEFICIARY.
16. **Equal Opportunity:** BENEFICIARY shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, and executive orders are incorporated herein by reference.
17. **Survivability:** Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.
18. **Modifications:** This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY.
19. **Entire Agreement:** It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

IN WITNESS WHEREOF, the BENEFICIARY and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

BENEFICIARY



Second Chance Thrift

Date: 4/9/2025

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

CHAIRMAN

ATTESTED BY: COUNTY CLERK

[COUNTY CLERK]

ATTACHMENT A: 40106

EC: 2.16 Long-term Housing Security: Services for Unhoused Persons

Project: Laundry Services Trailer

Description: Individuals experiencing homelessness have been directly affected by COVID-19 due to their lack of stable housing. They are often unable to quarantine when needed or access healthcare services. Providing them with the ability to wash their clothes offers a vital aspect in their journey towards securing housing. Clean clothing opens up job opportunities, which can subsequently lead to obtaining housing. This not only helps to prevent individuals from enduring hardships on the streets but also provides essential sanitation to aid in reducing COVID-19 transmission.

Second Chance Thrift is acquiring a trailer to offer laundry services to the unhoused community. During the pandemic, many people lost their jobs and struggled to maintain housing, and those without homes were hit particularly hard. By providing laundry and other services, it may help the unhoused break the cycle of homelessness by giving them clean resources necessary for job interviews and other critical activities.

Expense Type: None

Amount: None - Trailer for operations of laundry services

Project Demographic Distribution:

Impacted households that experienced increased food or housing insecurity

Disproportionately impacted low-income households and populations

ATTACHMENT B1: REQUIRED PERFORMANCE METRICS

As part of reporting, recipients should describe how performance management is incorporated into their SLFRF program, including how they are tracking their overarching jurisdictional goals for these funds as well as measuring results for individual projects.

Performance indicators should include both output and outcome measures. Output measures provide valuable information about the early implementation stages of a project. Outcome measures provide information about whether a project is achieving its overall goals.

Below is a list of required data for Project 40106 Second Chance Thrift:

- Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced.
- Brief description of how a recipient's response is related and reasonably proportional to a public health or negative economic impact of COVID-19.
- Does this project include a capital expenditure?
- Total expected capital expenditure, including pre-development costs, if applicable:
- Type of capital expenditure, based on the following enumerated uses (Collection began in July 2022):
 - COVID-19 testing sites and laboratories, and acquisition of related equipment
 - COVID-19 vaccination sites
 - Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., emergency rooms, intensive care units, telemedicine capabilities for COVID-19 related treatment)
 - Temporary medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
 - Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment
 - Emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)
 - Installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities
 - Public health data systems, including technology infrastructure
 - Adaptations to congregate living facilities, including skilled nursing facilities, other long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities, as well as public facilities and schools (excluding construction of new facilities for the purpose of mitigating spread of COVID-19 in the facility)
 - Mitigation measures in small businesses, nonprofits, and impacted industries (e.g., developing outdoor spaces)
 - Behavioral health facilities and equipment (e.g., inpatient or outpatient mental health or substance use treatment facilities, crisis centers, diversion centers)
 - Technology and equipment to allow law enforcement to efficiently and effectively respond to the rise in gun violence resulting from the pandemic

- Affordable housing, supportive housing, or recovery housing development
 - Food banks and other facilities primarily dedicated to addressing food insecurity
 - Transitional shelters (e.g., temporary residences for people experiencing homelessness)
 - Devices and equipment that assist households in accessing the internet (e.g., tablets, computers, or routers)
 - Childcare, daycare, and early learning facilities
 - Job and workforce training centers
 - Improvements to existing facilities to remediate lead contaminants (e.g., removal of lead paint)
 - Medical equipment and facilities designed to address disparities in public health outcomes (includes primary care clinics, hospitals, or integrations of health services into other settings)
 - Parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, streetlights, neighborhood cleanup, and other projects to revitalize public spaces
 - Rehabilitations, renovation, remediation, cleanup, or conversions of vacant or abandoned properties
 - Schools and other educational facilities or equipment to address educational disparities
 - Technology and tools to effectively develop, execute, and evaluate government programs
 - Technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, improvements to case management systems or data sharing resources), reduce government backlogs, or meet increased maintenance needs
- Number of households receiving eviction prevention services (including legal representation)
 - Number of affordable housing units preserved or developed

B1.2: OUTCOME AND OUTPUT MEASURES

KPIs provided by the BENEFICIARY that are required to be tracked are as follows:

- XXX
- XXX

Mobile Laundry Service KPI's:

1. Number of times service is offered each week
2. Number of clients served at each service offering.



April 9, 2025

Second Chances Thrift anticipates using the Mobile Laundry Service 3 X Weekly at 2605 N MacArthur Blvd in the back of the building.

We anticipate we will Will serve 25 clients per day.

Each client will be provided a laundry bag, laundry soap and dryer sheets.



4/9/2024

Delisa Herbert-Jones
Owner/Operator
Second Chances Thrift