

County Request No. 1013

REQUEST FOR LEGAL SERVICES

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All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 11/01/2024 Department: District 2

State the nature of the legal request: _____

Review as to legality and form - ARPA Subrecipient Agreement Divine Wisdom

RECEIVED

NOV 01 2024

CIVIL DIVISION
DISTRICT ATTORNEY

Jessica Clayton, Chief Deputy D2

County Officer or Department Director

Reply of District Attorney's Office: _____

approved

Date of Reply: 11/1/24 
Assistant District Attorney

ARPA SUBRECIPIENT AGREEMENT

**BOARD OF OKLAHOMA COUNTY COMMISSIONERS
And
Divine Wisdom TASK**

THIS AGREEMENT is made and entered into by and between the Board of Oklahoma County Commissioners, herein referred to as COUNTY, and DIVINE WISDOM TASK, herein referred to as SUBRECIPIENT, for the provision of ARPA funding for facilities managed by the SUBRECIPIENT.

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 SUBRECIPIENT requests and the COUNTY agrees to provide funding to the SUBRECIPIENT 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 SUBRECIPIENT serves as the recipient of a sub-award. This agreement is entered into based on the following representations:
 - a. The SUBRECIPIENT 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 SUBRECIPIENT 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 financial assistance to the SUBRECIPIENT in an amount not to exceed \$100,000.00.

The SUBRECIPIENT 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>.

SUBRECIPIENTS 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.

SUBRECIPIENT 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 SUBRECIPIENT upon approval by COUNTY Board of County Commissioners and Budget Board
 - c. Submit reporting on SUBRECIPIENT projects to US Treasury, pending receipt of reporting information from SUBRECIPIENT
4. **SUBRECIPIENT Representatives:** Theodis Manning
5. **SUBRECIPIENT Responsibilities:** The SUBRECIPIENT 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 SUBRECIPIENT 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, SUBRECIPIENT covenants that the use of the CSLFRF funding by SUBRECIPIENT 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. Provide COUNTY with reporting information on ARPA-related projects as detailed in Reporting section below.
- e. For capital expenditures, provide written justification as required by the U.S. Treasury's Final Rule.
- f. For any vendors or subcontractors used by the SUBRECIPIENT, the SUBRECIPIENT 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.
- g. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and SUBRECIPIENT shall be solely liable for such expenses and liabilities.

6. **Enforcement:** SUBRECIPIENT certifies that the information provided is complete, accurate, and current demonstrating SUBRECIPIENT'S eligibility to receive the Funds. SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 31, ~~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 SUBRECIPIENT 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 SUBRECIPIENT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The SUBRECIPIENT will also report all suspected fraud to the county.
8. **Subrecipient Monitoring:** The SUBRECIPIENT agrees to permit representatives of the COUNTY, the Federal or State government to inspect all records, papers, documents, facilities' goods and services of the SUBRECIPIENT and/or interview any clients, employees, and contractors of the SUBRECIPIENT to be assured of satisfactory performance of the terms and

conditions of this contract to the extent permitted by the

law after giving the SUBRECIPIENT reasonable notice. SUBRECIPIENT will rectify noted deficiencies and provide COUNTY with a reasonable and acceptable justification for not correcting noted shortcomings. SUBRECIPIENT'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 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 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 SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT records and financial statements as necessary to conduct monitoring activities.

10. **Reporting:** In order to ensure compliance with the existing ARPA guidelines set forth by the US Treasury, the SUBRECIPIENT shall provide on a quarterly basis to the COUNTY a comprehensive and detailed list of all ARPA-related expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. The SUBRECIPIENT will additionally

provide performance updates for all programs to demonstrate that the programs are meeting key performance indicators.

Specifically, the SUBRECIPIENT will provide documentation to the County by January 1, April 1, July 1, and October 1 of each year of the award.

This includes collection of all statistical information as required by the federal government which among other items, may include the following:

- 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
 - 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
- 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
- Number of households receiving eviction prevention services (including legal representation)
- Number of affordable housing units preserved or developed

Divine Wisdom TASK has also elected to track the following KPIs to measure the outcomes and outputs of the project:

- Securing and taking possession of the procured facility to full operational condition to implement Divine Wisdom TASK enrollment period year 2025.

11. **Single Audit Requirements.** SUBRECIPIENT agrees to comply with Single Audit Requirements. This includes ensuring expenses paid for with ERA2 monies met the requirements of Section 501 of Title V of Division N of the Consolidated Appropriations Act, 2021, supporting documentation is appropriate, proper approvals are present, and reimbursements of expenditures are not duplicated across other competing grants.
12. **Closeout:** SUBRECIPIENT will comply will 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.

13. **Termination:** The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the SUBRECIPIENT.
14. **Denial of Disbarment.** SUBRECIPIENT 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.
15. **Anti-Lobbying.** SUBRECIPIENT 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.
16. **Indemnification:** The SUBRECIPIENT 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 SUBRECIPIENT, its officers, directors, employees, and/or agents relating to the SUBRECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

17. **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 SUBRECIPIENT, 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 SUBRECIPIENT.
18. **Equal Opportunity:** SUBRECIPIENT 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.
19. **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.
20. **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.
21. **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 SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be

executed by their duly authorized representatives.

SUBRECIPIENT

 Sr.

Date: 10/19/2024

Divine Wisdom TASK

**BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY**

CHAIRMAN

ATTESTED BY: COUNTY CLERK

[COUNTY CLERK]



ATTACHMENT A: RISK-BASED SUBRECIPIENT MONITORING

This recipient is **MEDIUM RISK**

- i. County must send reminders to the entity of federal single audit requirements.
 1. If the County subaward to the entity is \$750,000 or more, subrecipient must complete a federal single audit and County is responsible for confirming the entity completes a federal single audit. If the entity does not complete the federal single audit, they are in violation of federal compliance requirements and corrective action must be taken.
 2. If County subaward to the entity is less than \$750,000, County should still notify the entity of the requirement as the \$750,000 threshold is a cumulative of all federal funds an entity receives during the entity's

fiscal year. County must verify if an entity is required to perform a federal single audit by checking the total of federal awards made to an entity through www.usaspending.gov. Corrective action is needed if the federal single audit threshold is met but the entity has not completed a federal single audit.

- ii. Payments made on **reimbursement basis only** and reviewed for allowability.
- iii. Random sampling of expenditures for supporting documentation/detail should be conducted **at least quarterly**.
- iv. Annual site visit until the project is completed.



ATTACHMENT B1: 30173 PROJECT DETAILS

Project: Teaching And Saving Kids Project 58:12

Description: We are requesting funding to renovate and furnish a vacant nursing home located in NE Oklahoma City. This facility will be used to house, feed, mentor, educate and prepare juveniles for school, GEDs, gainful employment, transportation, and a productive law-abiding lifestyle. Due to the demand for juvenile housing, mentoring, education, life skills, mental health/substance treatment, and safe living environments, especially for those who are justice involved or at risk of becoming justice involved, this facility will provide a hub and safe place for juveniles to receive the necessary tools, support, and resources that's necessary to learn, rehabilitate, and gain the proper skills, knowledge, vocation, and understanding to be successful in today's society, without the need/threats of violence, criminal activity, gang involvement, and intoxicating substances. We have been providing programs, services, support and resources for juveniles and young adults for over 17 years, but the missing component is adequate funding and a safe sober living environment to reside, learn and grow without the negative influences/threats from predators, violence, gangs, criminal minded people, and criminal activities. This facility will provide a viable option for Oklahoma County Juvenile Detention Center, OJA, juvenile courts, and local families to find adequate support, resources, and a safe place to refer juveniles who need additional support, resources, mentoring and guidance to become successful in life, despite their past mistakes, legal issues, backgrounds, and/or abnormal childhood experiences. This project will reduce/counteract certain community issues i.e., juvenile violence, incarceration, criminal activity, homelessness, hunger, gang involvement, school drop, recidivism, homicides, and the

growing rate of juvenile delinquency.

Expense Type: Capital Purchase

Amount: \$ 100,000.00



ATTACHMENT B2: PROJECT MILESTONES

Expenditure Timeline			
		Expected Progress	Spending (\$ Amount)
2024	Q1		
	Q2		
	Q3		
	Q4	Furnishing of vacant nursing house	100,000.00
2025	Q1		
	Q2		
	Q3		
	Q4		
2026	Q1		
	Q2		
	Q3		
	Q4		

ATTACHMENT B3: BUDGET

High Level Budget				
	Category	Description	Dollar Amount (\$)	Notes

	Project Name	Divine Wisdom TASK		
Operational Expenses	Personnel Salaries and Wages	Program directors and assistant directors, teachers, support staff, career or success coaches, translators, workforce development specialists, accessibility specialists, tutors, etc.	\$ -	
	Personnel Fringe Benefits	Employer-paid portions of FICA; Employee insurance and retirement plans; Unemployment and workers' compensation insurance; professional development	\$ -	
	Supplies	Curriculum materials / kits; program supplies	\$ -	
	Advertising and Outreach	Print and digital advertising (e.g. fliers, yard signs, billboards, websites, radio ads, etc.)	\$ -	
	Rent	Cost of rent	\$ -	
	Maintenance and Repair	Cost of maintenance and repairs of equipment		
	Services for removing barriers to participation	-Transportation assistance for students (e.g. vouchers for public transportation fares) -Childcare assistance for students -Translation services	\$ -	
	Administrative Cost	Cost of administrative expenses limited to 10% unless Negotiated Indirect Costs Rate Agreement ("NICRA") established.	\$ -	
Capital Expenses	Equipment (Over \$10,000)	General purpose equipment (e.g. motor vehicles enabling transportation assistance for program participants, printing or reproduction technology); Special purpose equipment; Equipment for hands-on learning activities (e.g. ladders, power tools, wiring lab, simulating lab, etc.)		
	Capital Purchases	Facilities or Land acquisition	\$ 100,000.00	furnishing of vacant nursing home

