



**MICHAEL WILLIS**  
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**APPROVED**  
1/3/2023

## Memorandum

Date: December 17, 2022

From: Aaron Wiedman, Budget Analyst

To: Board of County Commissioners

Subject: Agreement – ARPA Beneficiary Agreement

Submitted for your approval and execution is the attached ARPA Beneficiary Agreement between the Board of County Commissioners and HIV Resource Consortium Inc dba Tulsa Cares in the amount of \$250,000, CMF 20220466, for the funding of an expansion of a medical clinic to increase services to a disproportionately impacted community.

CMF# 20230014

**BENEFICIARY AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY (“GRANTEE”)  
AND  
HIV RESOURCE CONSORTIUM, INC dba TULSA CARES (“BENEFICIARY”)**

<b>Beneficiary Name:</b>	<b>HIV RESOURCE CONSORTIUM, INC dba TULSA CARES</b>
<b>Project Name:</b>	PJ1350 – ARP35 – CMF 20220466
<b>Project Description:</b>	Funding for expansion of medical clinic to increase services to a disproportionately impacted community
<b>Effective Period of Performance:</b>	3-14-2022 through 12-31-2024
<b>Total Amount of Federal Funds Obligated and Committed to the Beneficiary:</b>	\$250,000.00
<b>Amount of Federal Funds Obligated by this Action:</b>	\$250,000.00
<b>Project Number:</b>	N/A
<b>CFDA Number and Name:</b>	CFDA 21.027 Coronavirus State and Local Fiscal Recovery Fund as established under the American Rescue Plan Act.
<b>Awarding Agency:</b>	<b>Board of County Commissioners of Tulsa County</b>

CMF# 20230014

**THIS AGREEMENT** (“Agreement”) entered into on the date of the GRANTEE’s signature, by and between **THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA**, (hereinafter called the “Grantee”) and **HIV RESOURCE CONSORTIUM, INC dba TULSA CARES** (hereinafter called the “Beneficiary”).

**WHEREAS**, the health, economic, and social harm caused by the COVID-19 pandemic has disproportionately impacted Tulsa’s most vulnerable residents, particularly low-income households, our communities of color, children, and the elderly; and

**WHEREAS**, pursuant to the U.S. Department of the Treasury (“Treasury”) Local Fiscal Recovery Fund of the American Rescue Plan Act, 2021 (“Act”), the Grantee has received \$126,556,338.00 from the federal government to respond to the COVID–19 public health emergency and its economic impacts through four categories of eligible uses: 1. To respond to the COVID-19 public health emergency or its negative economic impacts; 2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work; 3. For the provision of government services, to the extent of the reduction in revenue of such recipients due to the COVID–19 public health emergencies, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and 4. To make necessary investments in water, sewer, or broadband infrastructure; and

**WHEREAS**, nonprofits may be impacted by the pandemic and receive Coronavirus State and Local Fiscal Recovery (ARPA/SLFRF) assistance as a beneficiary, per U.S. Treasury 31 CFR Part 35; and

**WHEREAS**, the Grantee engaged local nonprofit organizations in a Request for Proposal process to address the primary and secondary effects of the Coronavirus pandemic; and

**WHEREAS**, HIV Resource Consortium, Inc dba Tulsa CARES. meets the U.S. Treasury definition of a Beneficiary, a private non-profit organization, and submitted an application in ARPA/SLFRF relief funds to support project programming burdens due to the COVID-19 pandemic; and

**WHEREAS**, Beneficiary is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from this Agreement it executed with Grantee for receipt of the funds described herein.

**NOW, THEREFORE**, it is agreed between the Parties hereto that:

**I. CERTAIN DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings specified in the Act and regulations promulgated under the Act, as applicable, unless otherwise defined herein (such meanings to be equally applicable to the singular and plural forms thereof).

**II. GENERAL CONDITIONS**

a. General Compliance

The Beneficiary agrees to comply with the requirements of the Act, Treasury regulations

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implementing the Act, and guidance issued by Treasury regarding the foregoing.

The Beneficiary also agrees to comply with all other applicable Federal, state and local laws, regulations, and executive orders governing the funds provided under this Agreement.

b. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Beneficiary shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers’ compensation insurance, as the Beneficiary is an independent contractor.

c. Hold Harmless

The Beneficiary shall hold harmless, defend, and indemnify the Grantee from any and all claims, damages, costs, attorney’s fees and expenses, actions, suits, charges and judgments whatsoever that arise out of the Beneficiary’s performance or nonperformance of the services or subject matter called for in this Agreement. This hold-harmless and indemnification provision shall survive termination of this Agreement.

d. Insurance & Workers’ Compensation

The Beneficiary shall maintain at all times commercial general liability insurance, property damage insurance, and professional if applicable, covering its activities and operations under this Agreement. Beneficiary agrees to provide County with a copy of required insurance upon request.

e. Amendments

The Grantee or Beneficiary may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of the organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Beneficiary from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Beneficiary.

f. Suspension or Termination

Grantee may suspend or terminate this Agreement in whole or in part as follows:

- If the Beneficiary materially fails to comply with any terms and conditions of this Agreement, which include (but are not limited to), the following:
  - Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Act guidelines, polices or directives as may become applicable at any time;

- Failure, for any reason, of the Beneficiary to fulfill in a timely and proper manner its obligations under this Agreement;
  - Ineffective or improper use of funds provided under this Agreement; or
  - Submission of reports that are incorrect or incomplete in any material respect by the Beneficiary to the Grantee.
- This Agreement may also be terminated for convenience by either the Grantee or the Beneficiary, in whole or in part, by written notification setting forth the reason for termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
  - In the event this Agreement is terminated or partially terminated, both the Grantee and Beneficiary remain responsible for compliance with the requirements outlined herein.
  - If this Agreement is terminated for Beneficiary's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, Grantee will provide notice of termination.

### **III. ADMINISTRATIVE REQUIREMENTS**

#### **a. Financial Management**

- Accounting Standards

The Beneficiary agrees to adhere to the accounting principles and procedures required therein and maintain necessary source documentation for all costs incurred.

- Internal Controls

The Beneficiary agrees to establish and maintain effective internal control over the Federal award.

#### **b. Reporting**

- Beneficiary agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations and (ii) any reporting to Beneficiary acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed. Additional reporting requirements may be required at the request of the Grantee.

- Beneficiary agrees to establish data privacy and security requirements as required by the U.S. Department of the Treasury.

- Beneficiary's point of contact for Tulsa County will be Aaron Wiedman ([aaron.wiedman@tulsacounty.org](mailto:aaron.wiedman@tulsacounty.org)) and Jennifer Pottorf ([jpottorf@tulacounty.org](mailto:jpottorf@tulacounty.org))

c. Maintenance of and Access to Records

- Beneficiary shall maintain records and financial documents sufficient to support compliance with the U.S. Department of the Treasury regarding the eligible uses of funds.
- The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Beneficiary in order to conduct audits or other investigations.

A. Records to be Maintained

i. The Beneficiary shall maintain all records (may be secure digital storage) specified in 2 CFR Part 200 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken;
- Records required for determining the eligibility of certain activities per 2 CFR Part 200;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with program assistance, as applicable;
- Records documenting compliance with Fair Housing Act, Title VIII-IX of the Civil Rights Act;
- Financial records as required by 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury;
- Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

• Audits & Inspections

All Beneficiary records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Beneficiary shall submit one copy of the Reporting Package as outlined in 2 CFR 200.512(c) or one copy of the organization's annual audit in its entirety to Grantee the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Submissions may be in the form of either a hard copy or an electronic copy. If any findings are reported in the organization's audit, the Beneficiary shall submit a copy of the summary schedule and corrective action plan as outlined in 2 CFR 200.511 to the Grantee at the same time the response is transmitted to the auditors. All required corrective actions must be taken within six months of receipt of the audit report. Failure of the Beneficiary to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

**B. Payment Procedures**

a. Beneficiary shall follow Grantee payment procedures. Payment of costs hereunder must be submitted by completion of a Request for Funds form. Requests for Funds will be reviewed and approved for payment if backup documentation is determined to be complete and eligible; the purpose for the request is reasonable, necessary and allocable; and Beneficiary is making reasonable progress in completing performance expectations. Beneficiary shall instruct personnel assisting with the activities in this Agreement to maintain timesheets for all work performed under this Agreement.

b. The Grantee shall pay to the Beneficiary funds available under this Agreement Article V, based upon information submitted by the Beneficiary and consistent with any approved budget and Grantee policy concerning payments. The Grantee reserves the right to adjust reimbursement amounts to exclude ineligible expenses. Also, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Beneficiary.

**C. Questioned Costs**

If Beneficiary requests reimbursement and receives payment from the grant that are subsequently questioned and disallowed by a finding during the monitoring process, Grantee shall require the Beneficiary to repay the disallowed cost or submit an installment plan for approval within thirty (30) days of receipt of the notice of disallowance. If the Beneficiary does not agree to repay the disallowed costs in a lump sum payment by the date specified or begin and continue repayment under an installment plan approved by Grantee, appropriate action, such as suspension of any current or future contract payments, termination of Agreement(s), referral to Grantee's legal for further actions, or any other appropriate actions necessary, will be taken to recover the disallowed costs. For purposes herein, the term "finding" refers to a deficiency in program performance based on a statutory, regulatory, or Agreement requirement for which sanctions or other corrective actions are authorized.

**D. Procurement**

1. The Beneficiary shall conform to applicable State and local laws and

regulations, as well as applicable Federal law and the standards.

2. The Beneficiary shall comply with current Grantee policy concerning the purchase of equipment with grant funds, including but not limited to, obtaining Grantee approval prior to purchase and maintaining inventory records of all non-expendable personal property.

E. Assignment and Subcontracts

1. Assignability

The Beneficiary shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to the Beneficiary from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Beneficiary shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written statement of the Grantee prior to the execution of such agreement.

b. Monitoring

The Beneficiary shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Selection Process

The Beneficiary shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements as stated herein. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

Beneficiary must not let any subcontracts in the performance of this agreement to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with Treasury's implementing regulation at 31 C.F.R. Part 19 and the OMB guide lines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

F. Hatch Act

The Beneficiary agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title 5 of the United States Code.

G. Conflict of Interest



The Beneficiary agrees to abide by the provisions of 2 CFR 200.112, which include (but are not limited to) the following:

1. The Beneficiary shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

a. No employee, officer or agent of the Beneficiary shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

b. No covered persons who exercise or have exercised any functions or responsibilities with respect to Treasury-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the Treasury-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Beneficiary, or any designated public agency.

H. Religious Activities

The Beneficiary agrees that funds provided under this Agreement will not be utilized for inherently religious activities, such as worship, religious instruction, or proselytization.

**IV. CROSS-CUTTING FEDERAL REQUIREMENTS**

Beneficiary shall comply and cause each of its own subrecipients or subcontractors to comply with all of the cross-cutting federal requirements listed in this Article XI. Beneficiary shall cause all of the provisions in this Article to be included in and made a part of any subcontract or purchase order, specifically or by reference, so that such provisions will also be binding upon each of its own subrecipients or subcontractors.

a. Civil Rights

• Compliance

Beneficiary agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

• Section 504

The Beneficiary agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

- Fair Housing

The Fair Housing Act, Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- Improving Access to Services for Persons with Limited English Proficiency

Beneficiary acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Beneficiary understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Beneficiary shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Beneficiary understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Beneficiary’s programs, services, and activities.

Beneficiary agrees to consider the need for language services for LEP persons when Beneficiary develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

Beneficiary acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Beneficiary and Beneficiary successors, transferees, and assignees for the period in which such assistance is provided.

b. Affirmative Action

- Affirmative Action Program

The Beneficiary agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles of and as required by President’s Executive Order 11246 of September 24, 1965. Where applicable, the Beneficiary shall submit a written plan for an Affirmative Action Program prior to the reimbursement of funds.

- Notification

The Beneficiary shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Beneficiary’s commitments under Section 202 of Executive Order No. 11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- Equal Employment Opportunity

The Beneficiary shall include the equal opportunity clause found at 41 CFR § 60-1.4(b) in all of its contracts or subcontracts for construction work funded in whole or in part with federal grant funds.

- Age Discrimination

The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

c. Employment Restrictions

- Prohibited Activity

The Beneficiary is prohibited from using its personnel or funds provided herein for political activities; inherently religious activities; lobbying (2 CFR 200.450) and New Restrictions on Lobbying (31 CFR Part 21; political patronage; or nepotism activities.

- Drug-Free Workplace

Beneficiary shall provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988. (31 CFR Part 20)

d. Lobbying

The Beneficiary hereby certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- For any award of \$100,000 or more, Beneficiary shall require that the

language of paragraph (4) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall also certify and disclose accordingly;

- Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **V. AWARD FUNDING**

- A. Grantee has agreed to make a conditional award of funds to Beneficiary in the not-to-exceed amount of \$250,000 (the "Grant"). Grant disbursements shall be an award of funds to Beneficiary eligible under category Negative Economic Impact, EC 2.34, Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted).
- B. Grant distributions will be made by Grantee to Beneficiary upon execution of this Agreement and receipt of written request sent to:

**Board of County Commissioners of Tulsa County  
218 W. 6<sup>th</sup> St.  
Tulsa, OK 74105**

## **VI. MISEXPENDITURES AND EXCESS PAYMENTS**

- A. It is the responsibility of Beneficiary to provide adequate documentation to ensure funds are used in compliance with this Agreement.
- B. Upon Grantee's identification of a misexpenditure or excess payment, Grantee shall notify Beneficiary thereof. Upon Beneficiary's identification of a misexpenditure or excess payment, Beneficiary shall notify Grantee thereof.
- C. Within 30 days of Beneficiary identifying a misexpenditure or excess payment, Beneficiary shall make full payment to Grantee. Within 30 days of receiving notice from Grantee of a misexpenditure or excess payment, Beneficiary shall make full payment to Grantee.

## **VII. WITHHOLDING OF GRANT FUNDS**

- A. Grantee may withhold any and all Grant funds from Beneficiary if Grantee, in its sole discretion, determines that Beneficiary has failed to timely satisfy any material obligation arising under this Agreement.
- B. Nothing in this section limits the Grantee's ability or authority to pursue any or all legal or equitable remedies for Beneficiary's breach of this Agreement.

## **VIII. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION**

This Agreement shall be governed by the laws of the State of Oklahoma without regard to principles of conflicts of law. Both Parties consent to the jurisdiction of the courts situated in Tulsa County,

Oklahoma in all disputes arising out of this Agreement.

**IX. NOTICES**

Notices required by this Agreement shall be submitted in writing via mail (postage prepaid), commercial courier, personal delivery, by facsimile, by email or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

<b><u>Grantee</u></b>	<b><u>Beneficiary</u></b>
Board of County Commissioners of Tulsa County	HIV Resource Consortium, Inc. dba Tulsa CARES
<b>Contact Name:</b> Aaron Wiedman Jennifer Pottorf	<b>Contact Name:</b> Kate Neary
<b>Address:</b> 218 W. 6 <sup>th</sup> St. Tulsa, OK 74119	<b>Address:</b> 3712 E. 11 <sup>th</sup> Street, Tulsa, OK 74112
<b>Telephone:</b> (918) 576-5500	<b>Telephone:</b> 918-834-4194
<b>E-mail Address:</b> <a href="mailto:aaron.wiedman@tulsacounty.org">aaron.wiedman@tulsacounty.org</a> <a href="mailto:jpottorf@tulacounty.org">jpottorf@tulacounty.org</a>	<b>E-mail Address:</b> <a href="mailto:kneary@tulsacares.org">kneary@tulsacares.org</a>

**X. BENEFICIARY STATUS**

Beneficiary is not an officer, employee or agent of the County, with respect to work performed under this Agreement. This Agreement shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties.

**XI. TIME IS OF THE ESSENCE**

Time is of the essence in the performance of all terms under this Agreement.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. MERGER CLAUSE**

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. The failure of County to enforce any provision of this Agreement shall not

constitute a waiver by County of that or any other provision

**XIV. CERTIFICATIONS AND SIGNATURE OF BENEIFICIARY’S REPRESENTATIVE**

The undersigned certifies under penalty of perjury both individually and on behalf of Beneficiary that by signature on this Agreement for Beneficiary, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Beneficiary and that Beneficiary is, to the best of the undersigned’s knowledge, not in violation of any Oklahoma Tax Laws.

**BENEFICIARY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT BENEIFICIARY HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**SIGNATURES – EXECUTION OF AGREEMENT**

Executed By BENEFICIARY:	Countersigned By Authorized Board Officer:
<u>Kathryn</u> Signature	<u>Rachel Stelen</u> Signature
<u>Kate neary</u> By (print name)	<u>Rachel Stelen</u> By (print name)
<u>CEO</u> Title	<u>Board President</u> Title
<u>12/1/2022</u> Date	<u>12/12/2022</u> Date

Executed By GRANTEE:	
BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY	Attest:
<u>[Signature]</u> Pro Tem Chair, Board of County Commissioners	<u>[Signature]</u> County Clerk
<u>1/3/2023</u> Date	Approved As To Form: <u>[Signature]</u> Assistant District Attorney

