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## Memorandum

**Date:** January 4, 2023

**From:** Aaron Wiedman, Budget Analyst

**To:** Board of County Commissioners

**Subject:** Agreement – ARPA Subrecipient Agreement

Submitted for your approval and execution is the attached ARPA Beneficiary Agreement between the Board of County Commissioners and Oasis Fresh Foundation dba The Oasis Project in the amount of \$1,000,000 - CMF 20212529, to provide food distribution resources, transportation, and workforce training to citizens in a qualified census tract.

CMF# 20230044

**SUBRECIPIENT AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY (“GRANTEE”)  
AND  
OASIS FRESH FOUNDATION dba THE OASIS PROJECT (“SUBRECIPIENT”)**

<b>Subrecipient Name:</b>	<b>OASIS FRESH FOUNDATION dba THE OASIS PROJECT</b>
<b>Project Name:</b>	PJ1095 – ARP 29 – CMF 20212529
<b>Project Description:</b>	Funding to provide food distribution resources, transportation, and workforce training to citizens residing in a qualified census tract.
<b>Effective Period of Performance:</b>	11-22-2021 through 12-31-2024
<b>Total Amount of Federal Funds Obligated and Committed to the Beneficiary:</b>	\$1,000,000.00
<b>Amount of Federal Funds Obligated by this Action:</b>	\$1,000,000.00
<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# 20230044

**THIS AGREEMENT** (“Agreement”) entered into on the date of the GRANTEE’s signature above and effective **11-22-2021 through 12-31-2024** by and between **THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA**, (hereinafter called the “Grantee”) and **OASIS FRESH FOUNDATION dba THE OASIS PROJECT** (hereinafter called the “Subrecipient”).

**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**, the Grantee engaged local organizations and nonprofits in an application process to address the primary and secondary effects of the Coronavirus pandemic; and

**WHEREAS**, Subrecipient’s project proposal was selected based upon its impact, the organization’s fiscal and performance accountability, and the organization’s qualifications and experience; and

**WHEREAS**, the Grantee wishes to engage Subrecipient to assist Grantee in utilizing such funds as set forth herein, to advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities as outlined in Executive Order 13985.

**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. ADMINISTRATION OF THE PROJECT**

General

In accordance with the terms and conditions of this Agreement, Subrecipient shall be responsible for administering the Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such Project shall include activities eligible under the grant regulations.

## Reporting Program Performance and Monitoring.

Subrecipient shall provide to Grantee a performance report quarterly during the term of the project. Substandard performance as determined by the Grantee shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Grantee may initiate Agreement suspension or termination procedures.

Subrecipient and its contractors, subcontractors, agents, successors and assigns shall maintain all records which are pertinent to the activities to be funded under this Agreement for a period of five years after all funds have been expended. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required for determining the eligibility of activities; and
- c. Financial records detailing the expenditure of Project funds.

### **III. REVISION OF PROGRAM PLANS**

Subrecipient is required to report deviations from its project scope or objective, and request prior approvals from Grantee in writing for program plan revisions, in accordance with 2 CFR 200.308. The approved plan, as set forth in this Agreement, summarizes the financial aspects of the project or program as approved in the award process.

In addition, Subrecipient must request prior approvals from Grantee for program related revisions for one or more of the following reasons:

- i. Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval), due to updated Treasury guidelines.
- ii. Change in a key person specified in the application or the award.
- iii. The inclusion of costs that require prior approval—Cost Principles of 2 CFR Part 200.
- iv. Unless described in the application and funded in this agreement, the sub awarding, transferring or contracting out of any work under an award, including fixed amount subawards as described in 2 CFR 200.332. This provision does not apply to the acquisition of supplies, material, equipment or general support services.
- v. Changes in the approved cost-sharing or matching amounts provided by Subrecipient.

### **IV. EFFECTIVE PERIOD OF PERFORMANCE**

The Effective Period of Performance shall start on the 11-22-2021 and end no later than 12-31-2024 (“Effective Period of Performance”). The term of this Agreement shall include this stated Effective Period of Performance and any additional time period during which the Subrecipient remains in control of program funds or other program assets, including program income, and any additional time period during which the Subrecipient is required to meet or continue to meet

reporting requirements as set forth herein (“Term of Agreement”).

**IV. BUDGET**

In addition, the Grantee may require a detailed budget breakdown, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

**V. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$1,000,000.00 to be paid on an installment basis. Following payment of the initial installment, Subrecipient shall submit required expense documentation before receiving subsequent installments.

Subrecipient’s financial management system must comply with the standards specified in 2 CFR 200.302. In the event Grantee no longer receives funds from the party authorizing the applicable grant program (U.S. Government, Treasury or any other governmental subdivision), the Grantee is relieved of all obligations to make payment to the Subrecipient under this Agreement and Grantee may initiate Agreement suspension or termination procedures.

**VI. 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>Subrecipient</u></b>
Board of County Commissioners of Tulsa County	Oasis Fresh Foundation dba “The Oasis Projects”
<b>Contact Name:</b> Aaron Wiedman Jennifer Pottorf	<b>Contact Name:</b> AJ Johnson
<b>Address:</b> 218 W. 6 <sup>th</sup> St. Tulsa, OK 74119	<b>Address:</b> 1725 N. Peoria Ave., Tulsa, OK 74103
<b>Telephone:</b> (918) 576-5500	<b>Telephone</b> 918-812-4049
<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> aj@oasisfreshmarkets.net

**VII. SPECIAL CONDITIONS**

This section left blank intentionally.

**VIII. GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of the Act, Treasury regulations implementing the Act, and guidance issued by Treasury regarding the foregoing.

The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and executive orders governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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 Subrecipient 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 Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient 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 Subrecipient’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. Workers’ Compensation

The Subrecipient shall provide workers’ compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

F. Amendments

The Grantee or Subrecipient 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 Subrecipient 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 Subrecipient.

G. Suspension or Termination

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

1. If the Subrecipient materially fails to comply with any terms and conditions of this Agreement, which include (but are not limited to), the following:
  - a. 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;
  - b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
  - c. Ineffective or improper use of funds provided under this Agreement;  
or;
  - d. Submission of reports that are incorrect or incomplete in any material respect by the Subrecipient to the Grantee.
2. This Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, 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.
3. In the event this Agreement is terminated or partially terminated, both the Grantee and Subrecipient remain responsible for compliance with the requirements outlined herein.

4. In the event Grantee suspends or terminates the Agreement as set forth above, upon Grantee's request, Subrecipient shall return all program assets including the return of all unused Federal funds under this agreement, unused material, equipment, program income balances, and accounts receivable to the Grantee.

5. If this Agreement is terminated for Subrecipient's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, Grantee will provide notice of termination.

## **IX. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with requirements applicable to non-Federal entities under 2 CFR 200.302(b) and agrees to adhere to the accounting principles and procedures required therein and maintain necessary source documentation for all costs incurred.

#### **2. Internal Controls**

The Subrecipient agrees to comply with requirements applicable to non-Federal entities under 2 CFR 200.303 to establish and maintain effective internal control over the Federal award.

#### **3. Cost Principles**

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles for Federal Awards". These principles shall be applied for all direct costs incurred.

### **B. Reporting**

1. Subrecipient 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 Subrecipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

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

### **C. Maintenance of and Access to Records**

1. Subrecipient shall maintain records and financial documents sufficient to support compliance with the U.S. Department of the Treasury regarding the



eligible uses of funds.

2. 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 Subrecipient in order to conduct audits or other investigations.

3. Records shall be maintained by Subrecipient for a period of five (5) years or longer as prescribed by law after all funds have been expended or returned to Treasury. Subrecipient shall, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information.

A. Records to be Maintained

- i. The Subrecipient shall maintain all records (may be secure digital storage) specified in 2 CFR 200 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
- ii. Records providing a full description of each activity undertaken;
- iii. Records required for determining the eligibility of certain activities per 2 CFR.200;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with program assistance, as applicable;
- v. Records documenting compliance with Fair Housing Act, Title VIII-IX of the Civil Rights Act;
- vi. 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;
- vii. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

B. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided including, but not limited to, client name, address, income level or other basis for such determining eligibility, and description of service provided. Such information

shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by applicable State or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-out

The Grantee will close-out the Federal award when it determines that all applicable administrative actions and all required work of the Subrecipient have been completed. Subrecipient shall take the following actions to complete this process:

- a. Submission of complete documentation of expenses paid in the performance of the approved program.
- b. Submission of all financial, performance, and other reports as required.
- c. Submission of final requests for installment payment.
- d. Liquidation of all obligations incurred under the Federal award (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Grantee).
- e. All other actions required by the nature of the activity.

Subrecipients shall remit at the end of the Term of Agreement to Grantee all assets on hand with a value in the aggregate greater than \$5,000 purchased with Treasury funds or program income, any program income on hand, real property acquired with Treasury funds unless, expressly, and in writing, Grantee allows the Subrecipient to retain such assets.

6. Audits & Inspections

All Subrecipient 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.

Effective July 1, 2015, any Subrecipient that expends \$750,000 or more in Federal awards during the Subrecipient's fiscal year hereby agrees to have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200.501.

Subrecipient 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 the BOCC representatives ("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 Subrecipient 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 Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. Program Income

The Subrecipient shall report quarterly all program income (as defined in 2 CFR 200.80) generated by activities carried out with program funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 2 CFR 200.307. By way of further limitations, the Subrecipient may use such income during the Period of Performance for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the Period of Performance unless the Grantee provides written authorization for the Subrecipient to retain such income.

D. Indirect Costs

Subrecipient may use an approved federally-recognized indirect cost rate negotiated between the Subrecipient and the Federal government after submitting documentation of Federal approval to Grantee. If no such rate exists, Subrecipient may elect to negotiate a rate with the Grantee or the Treasury, as applicable. Alternatively, the Subrecipient may elect to use a de minimis indirect cost rate of 10% of its modified total direct costs upon Grantee approval. To charge indirect costs above the 10% de minimis rate to this award, Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee and in accordance with 2 CFR 200.414 and Appendix IV to 2 CFR Part 200. Indirect cost allocation plans shall be submitted with the required certifications contained in 2 CFR 200.415.

E. Payment Procedures

a Subrecipient shall follow Grantee disbursement procedures. Subrecipient shall submit a request, in writing, for disbursement of funds. Requests for disbursement 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 Subrecipient is making reasonable progress in completing performance expectations. Subrecipient 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 Subrecipient funds available under this Agreement, based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. If applicable, payments will be adjusted by the Grantee due to program income balances available in Subrecipient accounts. The Grantee reserves the right to adjust disbursement amounts to exclude ineligible expenses.

F. Questioned Costs

If Subrecipient requests disbursement and receives payment from the grant that are subsequently questioned and disallowed by a finding during the monitoring process, Grantee shall require the Subrecipient 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 Subrecipient 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 the Tulsa County District Attorney's office 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.

G. Procurement

1. The Subrecipient shall conform to applicable State and local laws and regulations, as well as applicable Federal law and the standards identified in 2 CFR Part 200, "Procurement Standards".

2. The Subrecipient 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. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon expiration of the Term of Agreement unless otherwise authorized in writing by Grantee.

H. Assignment and Subcontracts

1. Assignability

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

### b. Monitoring

The Subrecipient 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 Subrecipient 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.

Subrecipient 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 guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

## I. Hatch Act

The Subrecipient 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.

## J. Conflict of Interest

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

1. The Subrecipient 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 Subrecipient 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 Subrecipient, or any designated public agency.

K. Religious Activities

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

X. **LAND AND ASSETS**

By the provisions of 2 CFR § 200.311 Real property Subrecipient understands and agrees that if any real property or structure is acquired or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is acquired, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

A. Title

Subject to the requirements and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

B. Use

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests.

C. Disposition

When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

1. Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may

be used as an offset to the cost of the replacement property.

2. Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

3. Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

## **XI. CROSS-CUTTING FEDERAL REQUIREMENTS**

Subrecipient shall comply and cause each of its own subrecipients or subcontractors to comply with all of the cross-cutting federal requirements listed herein. Subrecipient 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**

#### **1. Compliance**

Subrecipient 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;

#### **2. Section 504**

The Subrecipient 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. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the performance of this Agreement.

#### **3. 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;

4. Improving Access to Services for Persons with Limited English Proficiency

Subrecipient 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). Subrecipient 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, Subrecipient 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. Subrecipient 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 Subrecipient’s programs, services, and activities.

Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient 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>.

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

B. Affirmative Action

1. Affirmative Action Program

The Subrecipient 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. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program if necessary. Where applicable, the Subrecipient shall submit a written plan for an Affirmative Action Program prior to the reimbursement of funds.

2. Women-and Minority-Owned Business (W/MBE)

The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used whenever possible as required by 2 CFR 200.321.

3. Notification



The Subrecipient 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 Subrecipient'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.

4. Equal Employment Opportunity

The Subrecipient 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.

5. 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

1. Prohibited Activity

The Subrecipient 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.

2. Drug-Free Workplace

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

D. Lobbying

The Subrecipient hereby certifies that:

1. 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.

2. 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

3. For any award of \$100,000 or more, Subrecipient 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;

#### 4. 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.

#### E. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein as required by 2 CFR 200.336-200.337.

#### F. Increasing Seat Belt Use in the United States

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Subrecipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

#### G. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

#### H. Shelter and Housing Standards

##### Lead-based Paint

All shelters assisted under the program and all housing occupied by program participants must adhere to the requirements of the Lead-Based Paint Poisoning

Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR Part 35, subparts A, B, H, J, K, M, and R. Such regulations pertain to all assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead-level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

## **XII. PHYSICAL PROJECT REQUIREMENTS**

Physical project requirements are not applicable under this agreement.

## **XIII. 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.

## **XIV. SECTION HEADING AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## **XV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **XVI. MERGER**

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to the Agreement.

SIGNATURES – EXECUTION OF AGREEMENT

Executed By SUBRECIPIENT:	Countersigned By Authorized Board Officer:
<u>AJ Johnson</u> <small>Digitally signed by AJ Johnson Date: 2023.01.04 13:48:04 -06'00'</small>	<u>Charlotte Love</u>
Signature	Signature
<u>Aaron Johnson</u>	<u>Charlotte Love</u>
By (print name)	By (print name)
<u>Executive Director</u>	<u>Director of Programs</u>
Title	Title
<u>01/04/2023</u>	<u>01/04/2023</u>
Date	Date

Executed By GRANTEE:	Attest:
BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY	
<u>Kelly A. Kenley</u>	<u>Michelle Hill</u>
Chair, Board of County Commissioners	County Clerk
<u>1/9/2023</u>	Approved As To Form:
Date	<u>[Signature]</u> Assistant District Attorney

