### Addendum to an Existing Contract

# ARPA SUBRECIPIENT AGREEMENT BOARD OF OKLAHOMA COUNTY COMMISSIONERS And SHARE FOUNDATION

THIS CONTRACT ADDENDUM is in reference to a contract agreement dated <u>07/30/2024</u> between the Board of Oklahoma County Commissioners, herein referred to as COUNTY, and SHARE FOUNDATION, herein referred to as SUBRECIPIENT.

THAT WHEREAS, the COUNTY and the SUBRECIPIENT have entered into an agreement for the provision of ARPA funding for projects managed by the SUBRECIPIENT.

• Stewarding Homes After Rough Experiences Foundation, or SHARE Foundation, was created to provide homes and other assistance to families and individuals affected by homelessness through the purchase and renovation of properties which will be donated to the families in need of shelter as the result of an unexpected life event and/or teaming up with other non-profit organizations to provide homes they can utilize for their clients. By providing individuals with housing, SHARE Foundation will impact on the rate of homelessness, increase security for those who were once living on the streets or in shelters, as well as provide families with space and opportunity to engage with others as a community. In addition to the financial assistance of providing individuals with a home, SHARE Foundation assists recipient homeowners with the education needed to properly maintain their new home and thrive in their role as active members of a community.

A copy of the original contract is made part of this Addendum;

WHEREAS, the parties hereto desire to reduce the terms of this Amendment to writing:

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to the contract addendum as follows:

#### 1. Reference: The "not-to-exceed amount"

• For the services as outlined, COUNTY shall provide financial assistance to the SUBRECIPIENT in an additional amount not to exceed \$50,000.00. The total contract not-to-exceed amount is being increased from \$250,000.00 to \$300,000.00.

### 2. Reference: Section 10. Reporting Requirements: Project-Specific KPIs is hereby modified to read as follows:

- SHARE FOUNDATION has also elected to track the following KPIs to measure the outcomes and outputs of the project:
  - The goal is to be able to gift a minimum of one (1) duplex to two (2) families each year, whether this is through another non-profit or directly to the families.
  - The goal is for the number of builder and vendor partners to increase 50% from approximately 20 vendors to 30 or more different donor companies.
  - **Gifting Homes:** The goal is to be able to gift a minimum of one (1) duplex to two (2) individuals or families each year, whether this is through another non-profit or directly to the families.
  - Lot Purchase: The goal is to purchase lots or property where homes will be built or renovated to be gifted as part of KPI #1.
  - Number of Planned Households/Units: The objective is to purchase lots that would be able to accommodate multi-family units, such as duplex, triplex, or quadplex homes. This number would indicate the number of family households that would be able to be housed on this property. For example, a duplex would be considered 2 household units.

### 3. Reference ATTACHMENT B1: 20154 PROJECT DETAILS is hereby modified to read as follows:

Project: Share Foundation Development Project

Description: Oklahomans face unforeseen life experiences, such as job loss or medical diagnoses, that can lead to financial hardship placing the family at the risk of home insecurity or potential homelessness. SHARE Foundation will partner with fellow home builders, local businesses and construction vendors to provide homes directly to families or other non profits working with the families at no cost. SHARE Foundation seeks to build and gift a home annually. The SHARE Construction Committee has been working on our first home to finalize the plans to accommodate the donated lot which has been approved by SPUD committee and City Council, applied for and received permits, and is currently preparing the lot for foundation. We anticipate being able to complete the construction and gift of the first home by the end of 2024. The SHARE Foundation's objective is to address housing insecurity and/or homelessness through the development of real estate into reasonable housing communities. Our first home is a duplex which will directly impact two families, but the gift will also positively impact our community as these families are able to find security and hope. More information can be found at: www.theSHAREf.com.

Oklahomans face unforeseen life experiences, such as job loss or medical diagnoses, that can lead to financial hardship placing the family at the risk of home insecurity or potential homelessness.

SHARE Foundation will partner with fellow home builders, local businesses and construction vendors to provide homes directly to families or other non-profits working with the families at no cost. SHARE Foundation seeks to build and gift a home annually.

ARPA Funding will be utilized to purchase lots or property where homes will be built or renovated to be gifted. The objective is to purchase lots that can accommodate multi-family units, such as duplex, triplex, or quadplex homes, and serve multiple family households that would be able to be housed on the property. For example, a duplex would be considered 2 household units.

This is in tandem with the organization's objective to address housing insecurity and/or homelessness through the development of real estate into reasonable housing communities, positively impacting the community by helping families find housing security and hope.

Expense Type: Operational Expenses & Capital Purchase

Amount: \$250,000.00-\$300,000.00

### 4. Reference ATTACHMENT B2: EXPENDITURE TIMELINE is hereby modified to read as follows:

		Exp	enditure Timeline		
		Expected Progress	Expected Progress Addendum Modifications	Spending (\$ Amount)	Spending (\$ Amount) Addendum Modifications
2024	Q3	Executive Director work with Board of Directors on project.	-	\$12,500.00	\$-
LULT	Q4	<del>Due Diligence</del>	Secured bookkeeping services	\$12,500.00	\$350.00
	Q1	Close on property	Bookkeeping services and phone line renewal	\$212,500.00	\$450.00
2025	Q2	Development preliminary work begins(Permitting, Zoning, Etc.)	Bookkeeping services	\$12,500.00	\$400.00
# V M ~	Q3	Horizontal Development	Bookkeeping services and phone line renewal	<b>\$-</b>	\$1,800.00
	Q4	Horizontal Development	Bookkeeping services; executive director search; property search	\$-	\$2,400.00
	Q1	Horizontal Development	Executive director hired; finalize property search/begin closing(s), lot maintenance; bookkeeping services and phone line renewal	<b>\$-</b>	\$168,650.00
	Q2	Horizontal Development	Executive director wages, bookkeeping services, property closing(s), lot maintenance	\$-	\$68,650.00
2026	Q3	Complete Development	Development preliminary work begins on first lot (Permitting, Zoning, Etc.), lot maintenance, executive director wages, bookkeeping services, phone	\$-	\$36,150.00
	Q4	_	Construction begins, lot maintenance, executive director wages, bookkeeping services	\$-	\$21,150.00

### 5. Reference ATTACHMENT B3: BUDGET is hereby modified to read as follows:

		High Level Budget		
	Category	Description	Previous Dollar Amount (\$)	Updated Dollar Amount (\$)
	Project Name	SHARE Foundation Development Project	\$250,000.00	\$300,000.00 (Increase by \$50,000.00)
	Personnel Salaries and Wages	Program directors and assistant directors, teachers, support staff, career or success coaches, translators, workforce development specialists, accessibility specialists, tutors, etc.	\$35,000.00	\$55,000.00 (Increase by \$20,000.00)
	Personnel Fringe Benefits	Employer-paid portions of FICA; Employee insurance and retirement plans; Unemployment and workers' compensation insurance; professional development	<b>\$-</b>	\$5,000.00 (Increase by \$5,000.00)
Operational Expenses	Supplies	Curriculum materials / kits; program supplies	\$-	<b>\$</b> -
ional E	Advertising and Outreach	Print and digital advertising (e.g. fliers, yard signs, billboards, websites, radio ads, etc.)	\$-	\$-
Operat	Rent	Cost of rent	<b>\$-</b>	\$-
	Maintenance and Repair	Cost of maintenance and repairs of equipment	\$-	\$5,000.00 (Increase by \$5,000.00)
	Services for removing barriers to participation	-Transportation assistance for students -Childcare assistance for students -Translation services	\$-	<b>\$-</b>
	Administrative Cost	Cost of administrative expenses limited to 10% unless Negotiated Indirect Costs Rate Agreement ("NICRA") established.	\$15,000.00	\$15,000.00
xpenses	Equipment (Over \$10,000)	General purpose equipment; Special purpose equipment; Equipment for hands-on learning activities	\$-	<b>\$-</b>
Capital Expenses	Capital Purchases	Facilities or Land acquisition	\$200,000.00	\$220,000.00 (Increase by \$20,000.00)

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined within the addendum. These additions shall be made valid as if they are included in the original stated contract.

No other terms or conditions of the SUBRECIPIENT contract shall be negated or changed as a result of this stated addendum.

All promises, requirements, terms, conditions, provisions, representations contained and specified in the original Agreement shall survive and become part of this Addendum unless specifically provided otherwise herein, or unless superseded by applicable Federal law or State statutes.

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

SHARE FOUNDATION	Date: 11-17-25
BOARD OF COUNTY COMMISSIONERS OF OKL	AHOMA COUNTY
CHAIRMAN	
ATTESTED BY: COUNTY CLERK	
[COUNTY CLERK]	

### ARPA SUBRECIPIENT AGREEMENT

## BOARD OF OKLAHOMA COUNTY COMMISSIONERS And Share Foundation

THIS AGREEMENT is made and entered into by and between the Board of Oklahoma County Commissioners, herein referred to as COUNTY, and SHARE FOUNDATION, 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:

- 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. <u>Sub-awarding</u>: 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 \$250,000.00.

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-forstate-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. <u>COUNTY Responsibilities</u>: 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: Chris Cline
- 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. <u>Recapture of Expenses</u>: 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. <u>Subrecipient Monitoring</u>: 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. <u>Reporting</u>: 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):
  - o COVID-19 testing sites and laboratories, and acquisition of related equipment
  - o COVID-19 vaccination sites
  - o Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., emergency rooms, intensive care units, telemedicine capabilities for

- COVID-19 related treatment)
- o Temporary medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
- o Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment
- o Emergency operations centers and acquisition of emergency response equipment
- o Installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities
- o Public health data systems, including technology infrastructure
- O 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)
- o Mitigation measures in small businesses, nonprofits, and impacted industries
- o Behavioral health facilities and equipment (e.g., inpatient or outpatient mental health or substance use treatment facilities, crisis centers, diversion centers)
- o Technology and equipment to allow law enforcement to efficiently and effectively respond to the rise in gun violence resulting from the pandemic
- o Affordable housing, supportive housing, or recovery housing development
- o Food banks and other facilities primarily dedicated to addressing food insecurity
- o Transitional shelters (e.g., temporary residences for people experiencing homelessness)
- o Devices and equipment that assist households in accessing the internet (e.g., tablets, computers, or routers)
- o Childcare, daycare, and early learning facilities
- o Job and workforce training centers
- o Improvements to existing facilities to remediate lead contaminants (e.g., removal of lead paint)
- o Medical equipment and facilities designed to address disparities in public health
- o 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
- o Rehabilitations, renovation, remediation, cleanup, or conversions of vacant or abandoned properties
- o Schools and other educational facilities or equipment to address educational disparities
- o 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
- o Number of households receiving eviction prevention services (including legal representation)
- o 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

SHARE FOUNDATION has also elected to track the following KPIs to measure the outcomes and outputs of the project:

- The goal is to be able to gift a minimum of one (1) duplex to two (2) families each year, whether this is through another non-profit or directly to the families.
- The goal is for the number of builder and vendor partners to increase 50% from approximately 20 vendors to 30 or more different donor companies.
- 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. <u>Termination</u>: The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the SUBRECIPIENT.
- 14. <u>Denial of Disbarment.</u> 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-Lobbving. 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. <u>Survivability:</u> 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. <u>Modifications:</u> 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	
	Date:
SHARE FOUNDATION	
ROARD OF COUNTY COMMISSIO	ONERS OF OKLAHOMA COUNTY
2.000	
Brian Marchan	
Brian Manghan CHAIRMAN	

### ATTACHMENT A: RISK-BASED SUBRECIPIENT MONITORING This recipient is **Low RISK**

- i. All standard processes, as outlined in the Final Rule, are permitted.
- ii. Random sampling of expenditures for supporting documentation/detail should be conducted at least once per year.
- iii. Agency must send reminders to the entity of federal single audit requirements.
  - i. If the Agency subaward to the entity is \$750,000 or more, subrecipient must complete a federal single audit and Agency 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.
  - ii. If Agency subaward to the entity is less than \$750,000, Agency 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. Agency 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.

#### ATTACHMENT B1: 20154 PROJECT DETAILS

Project: Share Foundation Development Project

Description: Oklahomans face unforeseen life experiences, such as job loss or medical diagnoses, that can lead to financial hardship placing the family at the risk of home insecurity or potential homelessness. SHARE Foundation will partner with fellow home builders, local businesses and construction vendors to provide homes directly to families or other non-profits working with the families at no cost. SHARE Foundation seeks to build and gift a home annually. The SHARE Construction Committee has been working on our first home to finalize the plans to accommodate the donated lot which has been approved by SPUD committee and City Council, applied for and received permits, and is currently preparing the lot for foundation. We anticipate being able to complete the construction and gift of the first home by the end of 2024. The SHARE Foundation's objective is to address housing insecurity and/or homelessness through the development of real estate into reasonable housing communities. Our first home is a duplex which will directly impact two families, but the gift will also positively impact our community as these families are able to find security and hope. More information can be found at: www.theSHAREf.com.

Expense Type: Capital Purchase

Amount: \$ 250,000.00

### ATTACHMENT B2: REQUIRED PERFORMANCE METRICS

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

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

#### **B2.1: MANDATORY PERFORMANCE REPORTING**

Below is a list of required data for Project 20154 Share Foundation:

- Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced: The SHARE Foundation is partnering with home builders, local businesses, and construction vendors to provide homes directly to families or other non-profits working with families at no cost. The objective of this program is to address housing insecurity and potential homelessness by developing real estate into reasonable housing communities. The foundation aims to build and gift a home annually to families in need. The first home being constructed is a duplex, which will directly impact two families. By providing secure and affordable housing, the program helps families facing financial hardship or unforeseen life experiences to find stability and hope. While the program may not directly address public health impacts, it contributes to the overall well-being and stability of individuals and families, which can have positive effects on their health and overall quality of life.
- Brief description of how a recipient's response is related and reasonably proportional to a public health or negative economic impact of COVID-19: The recipient's response (SHARE Foundation) is related and reasonably proportional to the negative economic impact of COVID-19 by addressing the housing insecurity and potential homelessness faced by individuals and

families during the pandemic. The economic downturn caused by the pandemic has led to job losses and financial hardships for many people, increasing the risk of housing instability. By providing homes to families in need, the program helps mitigate the negative economic impact of COVID-19 by offering a stable and secure living environment. This response supports the overall well-being and stability of individuals and families, which is crucial during these challenging times.

- Does this project include a capital expenditure?: Yes
- Total expected capital expenditure, including pre-development costs, if applicable: \$500,000
- Type of capital expenditure, based on the following enumerated uses (Collection began in July 2022):
  - COVID-19 testing sites and laboratories, and acquisition of related equipment
  - COVID-19 vaccination sites
  - Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., emergency rooms, intensive care units, telemedicine capabilities for COVID-19 related treatment)
  - Temporary medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
  - Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment Emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)
  - Installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities
  - Public health data systems, including technology infrastructure
  - Adaptations to congregate living facilities, including skilled nursing facilities, other long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities, as well as public facilities and schools (excluding construction of new facilities for the purpose of mitigating spread of COVID-19 in the facility)
  - Mitigation measures in small businesses, nonprofits, and impacted industries (e.g., developing outdoor spaces)
  - Behavioral health facilities and equipment (e.g., inpatient or outpatient mental health or substance use treatment facilities, crisis centers, diversion centers)
  - Technology and equipment to allow law enforcement to efficiently and effectively respond to the rise in gun violence resulting from the pandemic
  - Affordable housing, supportive housing, or recovery housing development
  - Food banks and other facilities primarily dedicated to addressing food insecurity
  - \* Transitional shelters (e.g., temporary residences for people experiencing homelessness)
  - Devices and equipment that assist households in accessing the internet (e.g., tablets, computers, or routers)
  - Childcare, daycare, and early learning facilities
  - Job and workforce training centers
  - Improvements to existing facilities to remediate lead contaminants (e.g., removal of lead paint)
  - Medical equipment and facilities designed to address disparities in public health outcomes (includes primary care clinics, hospitals, or integrations of health services into other settings)

- Parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, streetlights, neighborhood cleanup, and other projects to revitalize public spaces
- Rehabilitations, renovation, remediation, cleanup, or conversions of vacant or abandoned properties
- Schools and other educational facilities or equipment to address educational disparities
- Technology and tools to effectively develop, execute, and evaluate government programs
- Technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, improvements to case management systems or data sharing resources), reduce government backlogs, or meet increased maintenance needs
- Other (please specify): Capital purchase for building a house
- Number of households receiving eviction prevention services (including legal representation):  $\theta$
- Number of affordable housing units preserved or developed: 0

#### **B2.2: OUTCOME AND OUTPUT MEASURES**

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

- The goal is to be able to gift a minimum of one (1) duplex to two (2) families each year, whether this is through another non-profit or directly to the families.
- The goal is for the number of builder and vendor partners to increase 50% from approximately 20 vendors to 30 or more different donor companies.

#### **B2.3: COMPLIANCE WITH TITLE VI**

The SHARE Foundation is in compliance with Title VI.

### ATTACHMENT B3: PROJECT MILESTONES

		Expenditure Timeline	
		Expected Progress	Spending (\$ Amount)
	Q1		
	Q2		
2024		Executive Director work with Board of	
	Q3	Directors on project.	\$12,500
	Q4	Due Diligence	\$12,500
	Q1	Close on property	\$212,500
		Development preliminary work	
2025	Q2	begins(Permitting, Zoning, Etc.)	\$12,500
	Q3	Horizontal Development	
	<b>Q4</b>	Horizontal Development	
	Q1	Horizontal Development	
2026	Ö2	Horizontal Development ·	
2026	Q3	Complete Development	
	Q4	경 경	

		High Level Bu	ıdget	
	Category	Description	Dollar Amount (\$)	Notes
	Project Name	Name of the project which has received funding	SHARE Foundation Development Project	
	Personnel Salaries and Wages	Program directors and assistant directors, teachers, support staff, career or success coaches, translators, workforce development specialists, accessibility specialists, tutors, etc.	\$ 35,000.00	Salarý
SS	Personnel Fringe Benefits	Employer-pald portions of FICA; Employee insurance and retirement plans; Unemployment and workers' compensation insurance; professional development	\$ -	
(pense	Supplies	Curriculum materials / kits; program supplies	\$	
Operational Expenses	Advertising and Outreach	Print and digital advertising (e.g. fliers, yard signs, billboards, websites, radio ads, etc.)	\$ -	
Opera	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.	\$ 15,000.00	Bookkeeping and phone services
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	\$ 200,000.00	Purchase of land

Bill To

Requisition 12501065-00 FY 2025

Acct No:

1415-00-365-000-000-000-54363 -

Review:

Buyer: 6065bbkeltho

Status: Released

Page 1

Vendor

STEWARDING HOMES AFTER ROUGH

3825 NW 166TH ST SUITE A1

EDMOND, OK 73012 Te1#405-301-3447 Ship To

OKLAHOMA COUNTY COMMISSIONERS

320 ROBERT S KERR

**ROOM 101** 

OKLAHOMA CITY, OK 73102

Deliver To OKLAHOMA COUNTY COMMISSIONERS

320 ROBERT S KERR

**ROOM 101** 

OKLAHOMA CITY, OK 73102

Date Ordered	Vendor  Number	Date  Required	Ship  Via	  Terms	  Department	
07/09/24	004855				Coronavirus Re	covery Funds
LN Descript	tion / Acc	ount		Qty	Unit Price	Net Price
001 SHARE FO	oundation	Developeme	ent	250000.00 EACH		250000.00
1 1415-00	) <del>-</del> 365-000-	000-000-54	363 -			250000.00
Ship To OKLAHOMA	A COUNTY C	COMMISSIONE	ERS			

320 ROBERT S KERR **ROOM 101** OKLAHOMA CITY, OK 73102

Deliver To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total

250000.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

1415-00-365-000-000-000-54363 -

Amount Remaining Budget

250000.00 7272210.90

American Rescue Plan 2021

ARPA-Subrecipient Agreement

\*\*\*\* Approval/Conversion Info \*\*\*\*

Activity Date clerk Approved 07/09/24 Queued 07/09/24

Kelly Thomas

Albert Rodriguez

Comment

Auto approved by orig/apprvr: Auto approved by orig/apprvr:



Bill To Requisition 12501065-00 FY 2025

Acct No: |1415-00-365-000-000-000-54363 -

Review:

Buyer: 6065bbkeltho |Status: Released

Page 2

Vendor

STEWARDING HOMES AFTER ROUGH 3825 NW 166TH ST SUITE A1

Ship To OKLAHOMA COUNTY COMMISSIONERS

320 ROBERT S KERR

**ROOM 101** 

OKLAHOMA CITY, OK 73102

EDMOND, OK 73012

Te1#405-301-3447

Deliver To

OKLAHOMA COUNTY COMMISSIONERS

320 ROBERT S KERR

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OKLAHOMA CITY, OK 73102

Date Ordered	Vendor  Da  Number  Re	te  Ship quired  Via	  Terms	    De	partment		
07/09/24	004855			] Co	ronavirus	Red	covery Funds
LN Descript Queued Queued Queued Queued Pending Pending Pending Pending		t Deborah McDonal Maria Pinley Rikki Bennett Sheena McGrady Chantel Boso Chantel Boso Ashley Franklir Ashley McMichae Lauren Adkison	ı	Auto Auto Auto Auto Auto Auto Auto	approved approved approved approved approved approved approved approved	by by by by by	Net Price orig/apprvr:

### REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client priviledge. Opinions that are privileged should not be disclosed to anyone or the priviledge may be waived.

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: <u>06/20/2023</u>	Department: DISTRICT 2
State the nature of the legal request	•
Please review as to form and legality -	Share Foundation Subrecipient Agreement
Requested by Jessica Clayton Chief De	eputy, District 2
PECEIVED	
<u> </u>	
CIVIL DIVISION	
DISTRICT ATTORNEY	County Officer or Department Director
Reply of District Attorney's Office:	
Reply of District Attorney's Office:	
,	as to form only -
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