#### Addendum to an Existing Contract

# ARPA SUBRECIPIENT AGREEMENT BOARD OF OKLAHOMA COUNTY COMMISSIONERS And NE OKC RENAISSANCE

THIS CONTRACT ADDENDUM is in reference to a contract agreement dated <u>01/17/2024</u> between the Board of Oklahoma County Commissioners, herein referred to as COUNTY, and the NE OKC RENAISSANCE, herein referred to as SUBRECIPIENT.

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

• The NE OKC Renaissance runs the PlaceKeeper's program, launched in 2021, which brings together small groups of stakeholders for 25 hours of training over five weeks. More than 40 mentors teach topics like law, zoning, and financing. Alongside Developers Training, the group also offers Homebuyers Training with partners to help future homeowners learn best practices and access financing and down payment assistance. The project addresses pandemic-driven economic challenges by training community members to become real estate developers and create affordable housing, helping reduce housing insecurity and homelessness.

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" is hereby modified to read as follows:

• The not-to-exceed amount is being increased by \$23,333.33 from \$100,000.00 to \$123,333.33 to accurately reflect the authorized project total.

### 2. Reference ATTACHMENT B2: PROJECT MILESTONES is hereby modified to read as follows:

	Expenditure Timeline								
		Expected Progress	Expected Progress Addendum Modifications	Spending (\$ Amount)	Spending (\$ Amount) Addendum Modifications				
2022	Q3	<del>50%</del>	-	\$50,000.00	-				
2023	Q4	<del>50%</del>	-	\$50,000.00	-				
	Q1	-	Purchase of property for rehabilitation	-	\$70,000.00				
2024	Q2	-	Source community input	-	\$ -				
2024	Q3	-	Architecture plans, demolition and site prep	-	\$21,340.00				
	Q4	-	Additional demolition services	-	\$6,500.00				
	Q1	-	Final Site Demolition	-	\$2,160.00				
2025	Q2	-	-	-	\$ -				
2025	Q3	-	-	-	\$ -				
	Q4	-	SOW Prep	-	\$20,000.00				
	Q1	-	Site Preperation and Predevelopment	-	\$3,333.33				
2026	Q2	-	-	-	-				
	Q3	-	-	-	-				
	Q4	-	-	-	-				

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

	High Level Budget								
	Category	Description	Dollar Amount (\$)	Updated Dollar Amount (\$) September 2025					
	Project Name	PlaceKeeprs Real Estate Development Training Program	\$100,000.00	\$123,333.33 (Increase of \$23,333.33)					
	Personnel Salaries and Wages	Program directors and assistant directors, teachers, support staff, career or success coaches, translators, workforce development specialists, accessibility specialists, tutors, etc.	\$ -	\$ -					
	Personnel Fringe Benefits	Employer-paid portions of FICA; Employee insurance and retirement plans; Unemployment and workers' compensation insurance; professional development	\$ -	\$ -					
70	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.)	\$ -	\$ -					
ational	Rent	Cost of rent	\$ -	\$ -					
Oper	Maintenance and Repair	Cost of maintenance and repairs of equipment	\$20,000.00	\$53,333.33 (Increase of 33,333.33)					
	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	\$10,000.00	\$0.00 (Decrease of \$10,000.00)					
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)	\$ -	\$ -					
Cap	Capital Purchases	Facilities or Land acquisition	\$70,000.00	\$70,000.00 (No Change)					
		Budet Total	\$100,000.00	\$123,333.33					

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 here 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.

SUBRECIPIENT  Muth S. 1 fg.  NE OKC RENAISSANCE	Date:
BOARD OF COUNTY COMMISSIONERS OF	OKLAHOMA COUNTY
CHAIRMAN	
ATTESTED BY: COUNTY CLERK	
[COUNTY CLERK]	



#### ARPA SUBRECIPIENT AGREEMENT

## BOARD OF OKLAHOMA COUNTY COMMISSIONERS And NE OKC RENAISSANCE

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

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

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

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

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

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

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

- 1. <u>Term</u>: 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, 2024.
- 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;

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

The COUNTY agrees to provide financial assistance to the SUBRECIPIENT in an amount not to-exceed \$100,000.

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

- c. Comply with all STATE, COUNTY and 2 CFR 200 laws/rules related to procurement, including COUNTY and 2 CFR 200 standards relating to conflict of interest
- d. Provide COUNTY with reporting information on ARPA-related projects as detailed in Reporting section below.
- e. For capital expenditures, provide written justification as required by the U.S. Treasury's Final Rule.
- f. For any vendors or subcontractors used by the SUBRECIPIENT, the SUBRECIPIENT must ensure that the vendor or subcontractor adhere to State, County and 2 CFR 200 procurement laws and include any contract language designated by the County.
- g. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and SUBRECIPIENT shall be solely liable for such expenses and liabilities.
- 6. Enforcement: SUBRECIPIENT certifies that the information provided is complete, accurate, and current demonstrating SUBRECIPIENT'S eligibility to receive the Funds. SUBRECIPIENT is liable for recapture of Funds if any representation made in the reimbursement requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. This Section shall survive the termination of this Agreement.
- 7. **Recapture of Expenses:** Funds provided by the COUNTY to the SUBRECIPIENT under this agreement are subject to recapture by the COUNTY under the following conditions:
  - a. Any funds that are not expended as authorized under this agreement must be refunded to the COUNTY prior to December 31, 2026.
  - b. Any funds that are not expended by December 21, 2026, are subject to recapture by the COUNTY for return to the United States Department of the Treasury
  - c. The COUNTY'S determination that an expenditure is eligible does not relieve the 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. **Reporting**: In order to ensure compliance with the existing ARPA guidelines set forth by the US Treasury, the SUBRECIPIENT shall provide on a quarterly basis to the COUNTY a comprehensive and detailed list of all ARPA-related expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. The SUBRECIPIENT will additionally provide performance updates for all programs to demonstrate that the programs are meeting key performance indicators.

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

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

- Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
- Brief description of how a recipient's response is related and reasonably proportional to a public health or negative economic impact of COVID-19
- Does this project include a capital expenditure?
- Total expected capital expenditure, including pre-development costs, if applicable
- Type of capital expenditure, based on the following enumerated uses (Collection began in July 2022):
  - o COVID-19 testing sites and laboratories, and acquisition of related equipment
  - o COVID-19 vaccination sites
  - Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., emergency rooms, intensive care units, telemedicine capabilities for COVID-19 related

- treatment)
- Temporary medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
- Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment
- Emergency operations centers and acquisition of emergency response equipment
- Installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities
- o Public health data systems, including technology infrastructure
- Adaptations to congregate living facilities, including skilled nursing facilities, other long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities, as well as public facilities and schools (excluding construction of new facilities for the purpose of mitigating spread of COVID-19 in the facility)
- Mitigation measures in small businesses, nonprofits, and impacted industries
- Behavioral health facilities and equipment (e.g., inpatient or outpatient mental health or substance use treatment facilities, crisis centers, diversion centers)
- Technology and equipment to allow law enforcement to efficiently and effectively respond to the rise in gun violence resulting from the pandemic
- Affordable housing, supportive housing, or recovery housing development
- o Food banks and other facilities primarily dedicated to addressing food insecurity
- o 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)
- o Childcare, daycare, and early learning facilities
- o Job and workforce training centers
- 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
- 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)
- Number of households receiving eviction prevention services (including legal representation)
- Number of affordable housing units preserved or developed

NE OKC Renaissance has also elected to track the following KPIs to measure the outcomes and outputs of the project:

Attainable Housing Units Created

- Community members going through the program
- How many participants go on to do their own project
- 11. <u>Single Audit Requirements.</u> 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. <u>Closeout</u>: 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-Lobbying. SUBRECIPIENT agrees that it or any agent or agency thereof, will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.
- 16. <u>Indemnification</u>: The SUBRECIPIENT agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the SUBRECIPIENT, its officers, directors, employees, and/or agents relating to the SUBRECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.
- 17. **Remedies:** The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.
- 18. **Equal Opportunity**: SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws,

rules, regulations, and executive orders are incorporated herein by reference.

- 19. **Survivability:** Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.
- 20. <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.

#### ATTACHMENT A: RISK-BASED SUBRECIPIENT MONITORING

#### This recipient is **Medium RISK**

- i. County must send reminders to the entity of federal single audit requirements.
  - 1. If the County subaward to the entity is \$750,000 or more, subrecipient must complete a federal single audit and County is responsible for confirming the entity completes a federal single audit. If the entity does not complete the federal single audit, they are in violation of federal compliance requirements and corrective action must be taken.
  - 2. If County subaward to the entity is less than \$750,000, County should still notify the entity of the requirement as the \$750,000 threshold is a cumulative of all federal funds an entity receives during the entity's fiscal year. County must verify if an entity is required to perform a federal single audit by checking the total of federal awards made to an entity through www.usaspending.gov. Corrective action is needed if the federal single audit threshold is met but the entity has not completed a federal single audit.
- ii. Payments made on reimbursement basis only and reviewed for allowability.
- iii. Random sampling of expenditures for supporting documentation/detail should be conducted at least quarterly.
- iv. Annual site visit until the project is completed. All standard processes, as outlined in the Final Rule, are permitted.

ATTACHMENT B1: 20129 PROJECT DETAILS

Project: Place Keepers Real Estate Development Training Program

Description:

The NE OKC Renaissance has been allocated \$100,000.00 towards planning and executing a real estate and small business training program to empower and equip residents and stakeholders of Northeast Oklahoma City with the tools necessary to successfully execute incremental development projects.

PlaceKeeper's started in 2021, the program brings together 5-10 stakeholders for 25 hours of instructional training over 5 weeks. To teach the courses, over 40 individuals dedicate time to provide PlaceKeepers with mentorship and guidance on subjects ranging from law to zoning to financing. In addition to Developers Training, the organization has partnered with Oklahoma Housing Finance Agency and Neighborhood Housing Services to create a Homebuyers Training program to teach stakeholders who are looking to buy a home best practices, connect them with financing, and down payment assistance. Through the partnership with the Oklahoma Housing Finance Agency and Neighborhood Housing Services, the organization is able to create a homebuyer training that is directly tailored to living in NE Oklahoma City.

This project aims to address the negative economic impacts of the pandemic by providing training and resources to community members to become real estate developers and build affordable housing. By creating more affordable housing, the project will help to reduce the number of families experiencing housing insecurity and homelessness, which is essential for maintaining public health during the pandemic. The project is reasonably proportional to the negative economic impacts of the pandemic because it provides a sustainable, long-term solution.

Expense Type: Ongoing operational expenditure for a training program

Amount: \$100,000.00

#### ATTACHMENT B2: USE OF EVIDENCE REPORTING

As part of reporting, recipients should describe whether and how evidence-based interventions and/or program evaluation are incorporated into their SLFRF program. Recipients may include links to evidence standards, evidence dashboards, evaluation policies, and other public facing tools that are used to track and communicate the use of evidence and evaluation for Fiscal Recovery Funds.

When reporting, recipients must also specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project.

#### **Amount Spent: \$90,000**

NE OKC Renaissance has noticed that black community members, in Northeast Oklahoma City were able to circumvent the oppression and build a thriving, culturally rich community called Deep Deuce. Interstate highway construction and eminent domain led to an accumulation and destroyed several structures in Northeast Oklahoma City by Oklahoma City Urban Renewal as well as brought I-235 through the heart of Deep Deuce. The fall of Deep Deuce led to over 30 years of disinvestment in NE Oklahoma City leading to blighted and vacant property. As a result, homeownership, and wealth disparity between Black and White Americans has compounded along with real estate appreciation from generation to generation. Equally important, community members are lacking the tools necessary to take action of redeveloping their neighborhood.

PlaceKeepers will use the cultural competency, experience in developing real estate, and building community of PlaceKeepers alongside the experience of several partners who have committed to provide ongoing industry specific insights and content to the program. PlaceKeepers will strive to ensure that participants are active reflections of the community and provide the resources necessary to combat the economic conditions of the last few years. PlaceKeepers covers more than 12 topics given by experienced Oklahoma City Developers and Real Estate Professionals that help in sourcing, financing, and executing an incremental development project. Research has shown that one of minorities largest hurdles are balance sheet fractures. Factors such as credit score, savings, and net worth hinder them from even pitching a project. Once the Statement is complete, they will sit down with one of organization's partner banks to create a financial plan that will put them on the path to becoming an independent developer. As more community members move into new housing units, local businesses will benefit from increased spending, leading to the creation of more jobs and further economic growth. This, in turn, will contribute to increased economic activity as a whole by supporting local businesses and increasing tax revenue.

#### ATTACHMENT B3: 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.

#### **B3.1: MANDATORY PERFORMANCE REPORTING**

Below is a list of required data for Project 20129 Place Keepers Real Estate Development Training Program:

- Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced: Capstone project allows each PK cohort participant to gain valuable experience participating in an affordable, single-family rehab and/or new construction project. PlaceKeepers will complete a personal financial statement. PKs will then create an individualized financial plan and path to becoming an independent developer with a PlaceKeeper banking ally. PKs will check-in monthly with the banking ally to monitor progress. The program will set our PlaceKeepers on a path to fulfill the following banking requirements in order to execute a project on their own: Clean Credit, Debt to Income less than 45%, \$10,000 savings, Experience (at least 1 project), \$125,000 net worth, Steady and reliable income. We intend to sell all of our homes affordably to community members and stakeholders.
- Brief description of how a recipient's response is related and reasonably proportional to a public health or negative economic impact of COVID-19: Pre pandemic It was already hard for our participants to get into projects with the current environment. We do not want funding to be the hinderance in someone getting the experience necessary to be a part of a development project and helping their community. Real estate development is an in person line of business, so we had to make a tough decision on if we conduct our classes in person or virtually. We decided to host them in person, but limit the number of people accepted to allow for social distancing. This put a strain on how many people we could serve and thus how many people were able to execute projects leading to less affordable housing in NE OKC. The second was that with the rapid increase in construction prices made it hard for our participants to start a project. The amount of funding needed, especially to produce attainable housing, increased dramatically. At the same time, we saw record home prices and sales. Together these situations made for an excited participant, but also challenges they may not have faced in prior times. As a result, we had to ensure that we were preparing participants to safely navigate the new market we were entering.
- Does this project include a capital expenditure? Yes. The entire allocation will be used for capital expenditures to acquire homes to rehab and land for new attainable housing construction.
- Total expected capital expenditure, including pre-development costs, if applicable: \$100,000.00
- 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

- COVID-19 vaccination sites
- Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., emergency rooms, intensive care units, telemedicine capabilities for COVID-19 related treatment)
- Temporary medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
- Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment
- Emergency operations centers and acquisition of emergency response equipment
- Installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities
- o 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
- o 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
- o Affordable housing, supportive housing, or recovery housing development
- Food banks and other facilities primarily dedicated to addressing food insecurity
- o 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)
- o 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
- 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
- Rehabilitations, renovation, remediation, cleanup, or conversions of vacant or abandoned properties
- o 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)
  - Affordable housing, supportive housing, or recovery housing development
- Number of households receiving eviction prevention services (including legal representation): 0

• Number of affordable housing units preserved or developed: 2

#### **B3.2: OUTCOME AND OUTPUT MEASURES**

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

- Attainable Housing Units Created
- Community members going through the program
- How many participants go on to do their own project

#### **B3.3: COMPLIANCE WITH TITLE VI**

The organization will comply with all Title VI requirements and ensure fair practices in both building and selling houses.

#### **B4: PROJECT MILESTONES**

	Expenditure Timeline							
			Expected Progress	Spending (\$ Amount)				
	Q1							
2023	Q2							
2025	Q3							
	Q4		50%	50,000				
	Q1		50%	50,000				
2024	Q2							
2024	Q3							
	Q4	Please add identified milestones and						
	Q1	achievements related to expenditure and related spending in \$ amount						
2025	Q2	and related spending in 9 amount						
2025	Q3							
	Q4							
	Q1							
2026	Q2							
	Q3							
	Q4							

	High Level Budget							
	Category	Description	Dollar Amount (\$)	Notes				
	Treasury Portal ID	Treasury portal ID of the project		20129				
ct ation tion	Organization	Name of the organization		NE OKC Renaissance				
Project dentification Information	UEI Number	UEI number of the project		QR2RMNWDFKE1				
3 -	Project Name	Name of the project which has received funding		PlaceKeepers Real Estate Development Training Program				
	Personnel Salaries and Wages	Program directors and assistant directors, teachers, support staff, career or success coaches, translators, workforce development specialists, accessibility specialists, tutors, etc.	\$ -					
ς.	Personnel Fringe Benefits	Employer-paid portions of FICA; Employee insurance and retirement plans; Unemployment and workers' compensation insurance; professional development	\$ -					
Expenses	Supplies	Curriculum materials / kits; program supplies	\$ -					
Operational E	Advertising and Outreach	Print and digital advertising (e.g. fliers, yard signs, billboards, websites, radio ads, etc.)	\$ -					
Ö	Rent	Cost of rent	\$ -					
	Maintenance and Repair	Cost of maintenance and repairs of equipment	\$ 20,000.00					
	Services for removing barriers to participation	-Transportation assistance for students (e.g. vouchers for public transportation fares) -Childcare assistance for students -Translation services	\$ -					
	Assistance to Nonprofits	Nonprofits eligible for assistance are those that	\$ -					

		experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations	
	Administrative Cost	Cost of administrative expenses limited to 10% unless Negotiated Indirect Costs Rate Agreement ("NICRA") established.	\$ 10,000.00
Capital Expenses	Equipment (Over \$5,000)	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	\$ 70,000.00

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

**SUBRECIPIENT** 

Guntar 2 Harbar So

Date: <u>1/17/2024</u>

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

unma ()mai

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12-20-2023

PO 22403704

#### 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: 11/22/2023 Department: District 2
State the nature of the legal request:
Please review/approve as to form and legality: Northeast Oklahoma Renaissance, Inc. Project ID 20129
RECEIVED
NOV 2 2 2023
CIVIL DIVISION DISTRICT ATTORNEY DISTRICT ATTORNEY
County Officer or Department Director
Reply of District Attorney's Office:
Oh as to form & legality
Date of Reply: Date of Reply: Assistant District Attorney



Bill To OKLAHOMA COUNTY COMMISSIONERS Reguisition 12403936-00 FY 2024

320 ROBERT S KERR

ROOM 101

OKLAHOMA CITY, OK

73102

Acct No:

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

Review:

6065bbkeltho Buyer:

|Status: Released

Page 1

Vendor

Ship To

NORTHEAST OKLAHOMA CITY RENAISSANCE INCOKLAHOMA COUNTY COMMISSIONERS

1732 NE 23RD ST. SUITE C

320 ROBERT S KERR

ROOM 101

OKLAHOMA CITY, OK 73102

OKLAHOMA CITY, OK 73106

Te1#405-637-8816

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	
12/14/23	004722				General Governr	nent
LN Descript	ion / Acc	count		Qt	y Unit Price	Net Price
001 Sub Reci 20129	pient Agr	eement fo	r ARPA	100000.0		100000.00
	ve Line I	Item Is Fo	r Departm	EAC ment:	Coronaviru	
1 1415-00	-365-000-	-000-000-5	4363 -			100000.00
320 ROBE ROOM 101	RT S KERR		ERS			
320 ROBE ROOM 101	COUNTY C		ERS			

Requisition Link

Requisition Total

100000.00

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

Amount Remaining Budget

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

100000.00

6184348.18

American Rescue Plan 2021 ARPA-Subrecipient Agreement

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

Comment

Activity Date Approved 12/14/23

Kelly Thomas

Auto approved by orig/apprvr:



Bill To

OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR

ROOM 101

OKLAHOMA CITY, OK

73102

Requisition 12403936-00 FY 2024

Acct No:

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

Review:

Buyer: 6065bbkeltho

Status: Released

Page 2

Vendor

Ship To

NORTHEAST OKLAHOMA CITY RENAISSANCE INCOKLAHOMA COUNTY COMMISSIONERS 1732 NE 23RD ST. SUITE C

320 ROBERT S KERR

ROOM 101

OKLAHOMA CITY, OK 73102

OKLAHOMA CITY, OK 73106

Te1#405-637-8816

Deliver To

OKLAHOMA COUNTY COMMISSIONERS

320 ROBERT S KERR

ROOM 101

OKLAHOMA CITY, OK 73102

Date Ordered	Vendor  Dat  Number  Req	e  Ship  uired Via	  Terms	  Dep	partment		
12/14/23	004722			Gei	neral Gove	rnn	nent
LN Descript Queued Queued Queued Queued Queued Pending Pending Pending Pending	ion / Account 12/14/23 12/14/23 12/14/23 12/14/23 12/14/23 12/14/23	Albert Rodriguez Deborah McDonalo Maaike Potter Maria Pinley Rikki Bennett Sheena McGrady Chantel Boso Ashley Franklin Ashley McMichae Lauren Adkison Long Tran	d	Auto Auto Auto Auto Auto Auto Auto Auto	approved approved approved approved approved approved approved approved approved	by by by by by by by	Net Price orig/apprvr: