

**Contract No. K-1516-4**

This Agreement, made and entered into this, **14<sup>th</sup> day of July 2015** by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Food and Shelter, Inc.**, hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-14-MC-40-0002, a portion of which are to be distributed to Agency for the uses provided herein;

Further, whereas Agency agrees, upon receipt of a portion of said funds, to provide for activities to purchase a parcel of land from the State of Oklahoma Department of Mental Health and Substance Abuse Services. This unimproved parcel of land located in Norman, Cleveland County, Oklahoma, is further described as follows:

A part of the Southeast Quarter (SE/4) of Section 29-T9N-R2W more particularly described as follows: Beginning at the Northeast corner of said SE/4, then S89°24'23"W along North line of said SE/4 a distance of 1,641.99 feet; then S00°00'55"E a distance of 50.00 feet to a point, being the intersection of the East right of way line of Reed Avenue and the South ROW line of Main Street; then S00°00'55"E along said Reed east ROW line a distance of 431.57 feet to the POINT OF BEGINNING:

Then N89°59'05"E a distance of 333.75 feet;

Then S00°00'55"E a distance of 149.03 feet;

Then N89°59'05"E a distance of 58.59 feet;

Then S00°00'55"E a distance of 86.97 feet;

Then S89°59'05"W a distance of 131.52 feet;

Then S00°00'55"E a distance of 179.52 feet;

Then S89°59'05"W a distance of 260.80 feet to a point on East Reed Street ROW line;

Then N00°00'55"W along said East Reed Street ROW line for 415.52 feet to Point of Beginning. (Said tract contains 130,673 square feet, being 3.00 acres more or less)

Together with all existing fences, sprinkler systems, exterior landscaping and lighting in, on, over and under said land.

For and in consideration of the activities agreed to be performed herein, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of \$75,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of Grant Number B-14-MC-40-0002 by and between the U.S. Department of Housing and Urban Development and the City for the funding period of July 1, 2014, through June 30, 2015.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program and the OMB Circular A-122 entitled Cost Principles for Non-Profit

Organizations to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program Contract are applicable hereto.

**Budget**

Acquisition of Property	\$75,000
Total Budget	<u>\$75,000</u>

**General Provisions -- Records & Reports:**

Agency shall maintain financial records documenting actual expenditures related to CDBG activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will submit copies of all property transaction documents to the Community Development Division detailing all activities performed with the use of City of Norman CDBG funds. Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**Program Income:**

Although none is anticipated, any program income generated by Agency from the use of City of Norman CDBG funds shall be recorded. Agency may retain program income and expend it only on those activities noted in this contract. Any program income on hand when this contract expires, or received after the contract expiration, shall be paid to the City of Norman; or if a subsequent contract is executed, shall be applied to the terms of the subsequent contract. (In accordance with 24 CFR 570.504(c).)

**Uniform Administrative Requirement:**

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 560 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

**Suspension and Termination:**

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

**Reversion of Assets:**

Upon expiration of this contract Agency shall transfer to the City of Norman any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of City of Norman CDBG funds. Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of \$25,000 must either:

*"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. (Reimbursement is not required five years from date of expiration of this contract.)"*

According to the Purchase Contract executed between the Department of Mental Health and Substance Abuse Services and Food and Shelter, Inc.:

*"1A. The Subject Property shall pass to the BUYER (Food and Shelter, Inc.) subject to a revision should the said property not be used for the provision of shelter to the homeless and/or mentally ill (along with supportive services to same) within 3 years of property transfer and in perpetuity thereafter. In the case of a reversion, the Subject Property shall revert to the SELLER (Department of Mental Health and Substance Abuse Services) or its assigns free and clear of any claims of the BUYER, with SELLER to return the Purchase Price to BUYER minus any cost of returning the property to nominal condition. Subject to the representations, warranties and covenants of SELLER expressly set forth in this agreement."*

If the revision clause specified above is invoked, the \$75,000 awarded with this contract will be due and payable to the City of Norman.

**Payment:**

Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of \$12,500 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.

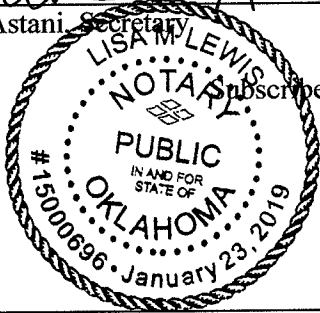
This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

**Food and Shelter, Inc.**

Tish Marek  
Tish Marek, President

Attest:

Jan S Astani  
Jan Astani, Secretary



Subscribed and sworn to before me this 24<sup>th</sup> day of June, 2015.

Lisa M. Lewis  
Notary Public

My Commission expires: Jan. 23, 2019

**The City of Norman, Oklahoma**

Cindy Rosenthal, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

City Attorney's Office