

MAPS 4 HOMELESSNESS PROGRAM OPERATING AGREEMENT

THIS MAPS 4 HOMELESSNESS PROGRAM OPERATING AGREEMENT (“Agreement”) is made and entered into effective this ____ day of _____, 2023, by and among the OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY a public trust on behalf of its sole beneficiary, THE CITY OF OKLAHOMA CITY, a municipal corporation (collectively “the City”) and OKLAHOMA CITY HOUSING AUTHORITY, a public housing authority and public body corporate (“Operator”).

WHEREAS, on August 27, 2019, the City Council adopted a Resolution of Intent setting forth a new MAPS program to be known as “MAPS 4” and expressing the administrative intent of the composition of the MAPS 4 program; and

WHEREAS, on September 24, 2019, the City Council called a Special Election to be held December 10, 2019, for the voters’ consideration of Ordinance 26,255, which proposed a one-cent sales tax for a limited term of eight years, beginning on April 1, 2020, which Council expressed an intent to be used to fund the MAPS 4 program; and

WHEREAS, on December 10, 2019, Ordinance 26,255, levying the temporary sales tax, was approved by 71.7% of voters; and

WHEREAS, the Resolution of Intent states that, “for the purpose of transforming our city’s approach to reducing and eventually eliminating homelessness, it is the intent of the City to allocate \$50 million for the provision of truly affordable housing to implement a ‘housing first’ strategy to address homelessness in Oklahoma City. It is acknowledged this funding will potentially leverage over \$400 million in housing funding available from various sources. Commencement of expenditures is conditional on approval of an operating agreement with a governmental agency that includes measurable benchmarks” (the “MAPS 4 Homelessness program”); and

WHEREAS, The City received a proposal from Oklahoma City Housing Authority to be the operator of the MAPS 4 Homelessness program; and

WHEREAS, the MAPS 4 review committee reviewed the proposal and found it to be responsive to the request for proposals; and

WHEREAS, Oklahoma City Housing Authority is qualified to undertake the management and operation of the MAPS 4 Homelessness program, for the benefit of The City; and

WHEREAS, the Oklahoma City Housing Authority is recommended to be the operating partner for the MAPS 4 Homelessness Project by the MAPS 4 Community Subcommittee and the MAPS 4 Citizens Advisory Board; and

WHEREAS, by entering into this Agreement for the management and operation of the MAPS 4 Homelessness program with Oklahoma City Housing Authority, the citizens of

Oklahoma City will receive substantial benefits, including the reduction of homelessness in Oklahoma City; and

WHEREAS, The City finds it appropriate, desirable, and in the public interest to enter into this Agreement in order to provide for the most successful management, operation, and administration of the MAPS 4 Homelessness program.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Oklahoma City Housing Authority is hereby selected as the operating partner and the Parties agree as follows:

SECTION I. OBJECTIVE, MEASURABLE BENCHMARKS, PLAN AND REPORTING SYSTEM

1.1 Objective

To acquire, construct, develop, rehabilitate, manage, and operate a portfolio of affordable housing projects in Oklahoma City with a focus on households at risk or currently experiencing homelessness (the “Objective”). Housing options will include several types of housing for those at risk or currently experiencing homelessness, affordable housing available to households earning 0-80% of Area Median Income, and workforce housing available to households earning 60-100% of Area Median Income.

1.2 Measurable Benchmarks

To seek to obtain the Objective of the MAPS 4 Homelessness program, the Parties desire to set forth certain measurable benchmarks for the MAPS 4 Homelessness program (the “Measurable Benchmarks”) that Operator shall aim to achieve. The Overall Measurable Benchmarks are as set forth below:

- **Units Created**. To aim to create the following number of units:
 - 1,500 renovated public housing units;
 - 500 supportive units for the homeless; and
 - 150 workforce housing units, either for sale or rental.
- **Programming**. To aim to create at least one facility targeted to the following populations; (i) chronic homeless; (ii) homeless veterans; (iii) youths; and (iv) persons experiencing mental health barriers.

For each allocation, Operator shall propose specific benchmarks. These benchmarks shall include the number of housing units to be created, other funding to be leveraged.

1.3 Plan and Reporting System

On or before the first anniversary date of the Effective Date of this Agreement, Operator will prepare and submit the following plan and reporting system to the MAPS 4 Community Subcommittee and MAPS 4 Citizens Advisory Board:

- A long-term supportive housing plan that refines the types of housing and target populations of the MAPS 4 Homelessness program including the assigned operators; and
- A results-based reporting system that will be used to track long-term success of the MAPS 4 Homelessness program.
- Operator will establish an electronic formal comment system. This system will be developed in association with the Operator’s new external website. The system will allow anonymous comments for certain issues, and the opportunity to centrally track and evaluate the comments received.

SECTION II. DEFINITIONS

All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this Agreement, the following terms and phrases shall have the meaning subscribed herein:

- 2.1 “*Area Median Income*” means, with respect to a household, the median income for the area in which the household is located, as determined by the Secretary of Housing and Urban Development.
- 2.2 “*The City*” means The City of Oklahoma City and the Oklahoma City Public Property Authority.
- 2.3 “*City Council*” means the Council of the City of Oklahoma City composed of elected representatives.
- 2.4 “*City Manager*” means the City Manager of The City of Oklahoma City or his designee.
- 2.5 “*Commencement Date*” means the Effective Date of this Agreement.
- 2.6 “*Effective Date*” means the date in the first paragraph of this Agreement, and is the date on which this Agreement shall be effective and the term shall begin.
- 2.7 “*Operator*” or “*OCHA*” means Oklahoma City Housing Authority, a public housing authority and public body corporate.
- 2.8 “*MAPS 4*” means the Metropolitan Area Projects of the City of Oklahoma City
- 2.9 “*Parties*” means The City of Oklahoma City, the Oklahoma City Public Property Authority and Oklahoma City Housing Authority.
- 2.10 “*Program Manager*” means the City designated Manager of the MAPS 4 Program.
- 2.11 “*Project*” means any affordable housing project that receives funds from the MAPS 4 Homelessness program which may include, without limitation, Supportive Housing.

- 2.12 “*Sub-Recipient*” means any of (i) Community Enhancement Corporation, an Oklahoma not for profit corporation, (ii) Mental Health Association of Oklahoma, an Oklahoma not for profit corporation, (iii) PIVOT, Inc., an Oklahoma not for profit corporation, (iv) The Homeless Alliance, Inc. an Oklahoma not for profit corporation, or (v) any not for profit entity or for profit entity that Operator designates to receive MAPS 4 Homelessness program funds for a Project.
- 2.13 “*Supportive Housing*” means a residential property with on-site supportive services with an assigned operator specifically designed for households that are homeless, or at risk of becoming homeless.
- 2.14 “*Term*” means the Initial Term or any Renewal Term.

SECTION III. ENTIRE AGREEMENT

- 3.1 The provisions of this Agreement shall constitute the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement except as specifically set out in this Agreement.
- 3.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or contents between the body of this Agreement and the Exhibits, such conflict or inconsistency shall be resolved by giving precedence in the following order: a) the body of this Agreement, b) the Exhibit(s),
- 3.3 The Exhibit(s) to this Agreement are as follows:
- Exhibit A – Records Retention Schedule
- Exhibit B – Map

SECTION IV. TERM

4.1 Initial Term

The initial term of this Agreement shall begin as of the Effective Date and continue ten (10) years, or until the Agreement is terminated pursuant the Termination Section of this Agreement, with an option to renew for one additional five-year term if the duties and obligations relating to management and operation of each approved allocations of MAPS 4 Homelessness program have not been completed. The duties and obligations relating to management and operation of each approved allocation of MAPS 4 Homelessness program shall begin as of the Commencement Date.

4.2 Renewal Term

This Agreement may be renewed for one or more additional terms for a period of years to be agreed in writing by all Parties.

SECTION V. FUNDING APPROVALS

5.1 City Obligations for Funding Approvals and Allocations

The City will provide notice of the availability of five (5) separate allocations of \$10,762,400 each in accordance with the MAPS 4 Implementation Plan timeline. At a time after the notice, the Operator shall provide a proposal for the new allocation. This proposal shall be presented and considered by the MAPS 4 Community Subcommittee and the MAPS 4 Citizens Advisory Board, and approved by the Oklahoma City Council.

5.2 Operator Obligations for Funding Approvals and Allocations

Operator will submit a written proposal for each allocation, to include a list of planned Projects, the anticipated contribution of funds from the MAPS 4 Homelessness program, the anticipated leveraged financing, and target units. Each written proposal and each corresponding additional funding allocation must be approved by written amendment to this Agreement and submitted to the MAPS 4 Community Subcommittee and the MAPS 4 Citizens Advisory Board for recommendation, and the Oklahoma City Council for approval in order for the funds to be made available to the Operator. Each component of the written proposal may adjust within 20% of the original approved amount before the allocation proposal has to be reconsidered by the MAPS 4 Community Subcommittee. Proposals may be approved/disapproved based on the performance of previous funding allocations.

SECTION VI. USE OF FUNDS

6.1 Use of Funds

The funds of the MAPS 4 Homelessness program may be applied to a wide range of uses for a Project, including, without limitation, acquisition, construction, development, administrative costs, financing costs, initial operating expenses, and reserves. Notwithstanding the foregoing, the manner in which the funds of the MAPS 4 Homelessness program and other leveraged funds are allocated will be identified in a final draw schedule for a Project and the sources and uses of a Project will be kept on permanent record.

6.2 Allocation of Funds

Operator will disburse and distribute the funds of the MAPS 4 Homelessness program to a Sub-Recipient in a manner that allows for the acquisition, planning, construction, development and/or management of the applicable Project, which may include grants to Sub-Recipients or loans to project owners that are affiliates of Sub-Recipients.

SECTION VII. PLANNING/ CONSTRUCTION

7.1 Operator Obligations during Planning and Construction

Operator will be responsible for hiring and managing all consultants and contractors necessary for predevelopment and construction for a Project. Operator will establish qualified pools for consultants and contractors that Operator will utilize for services for a Project. For construction, Operator shall have the right, in Operator's discretion, to select the firms from the qualified pools, offering projects for competitive bidding within or outside of the qualified pool, or managing construction on its own using sub-contractors either selected or found via bid. Operator will comply with applicable requirements of the Section 3 Program and Davis-Bacon requirements for contracting and construction to the extent that Operator is required to do so under the applicable law.

Other obligations of Operator include the following:

- A.** Operator will participate in all planning and construction meetings when requested by the City Manager or the City's MAPS office.
- B.** A representative of Operator will attend City Council meetings, MAPS 4 Community Subcommittee meetings, and MAPS 4 Citizens Advisory Board meetings, when requested by the City Manager or the City's MAPS office.
- C.** Operator will provide a quarterly report and presentation, as requested by the City, on the progress of all projects using MAPS 4 money, in any manner.
- D.** Prior to commencement of construction of any MAPS 4 funded project that involves relocation of current residents in good standing at time of project approval, OCHA will submit a proposed Resident Relocation Plan to the City Council for approval; finalized plans must be approved by HUD before any resident relocation occurs. Although not required for all conversion projects by federal regulations, OCHA will commit to continuing to give current resident's a preference to return to redeveloped properties, if applicable, after construction is completed for any public housing redevelopment that involves offsite relocation.

7.2 City Obligations during Planning and Construction

The City will allocate and advance the funds of the MAPS 4 Homelessness program to Operator in accordance with the terms and process set forth in Section V of this Agreement.

SECTION VIII. LOCATION OF PROJECTS

8.1 Location of Projects

The geographic location of any Project that receives funds from the MAPS 4 Homelessness program shall be listed in the proposal or, for projects which require the purchase of real estate, shall be within the indicated areas on the map included in this Agreement as Exhibit B (the “Map”). For Supportive Housing, the Map shall remain the same for the Term of this Agreement. For workforce housing, the Map shall be updated annually based on the formula set forth below:

Population Density:

Census Table

ACS DEMOGRAPHIC AND HOUSING ESTIMATES

Survey/Program: American Community Survey

Year: Most Recent

Estimates: 5-Year

Table ID: DP05

Geography: Census Tract

Formula: Population Density = population / area

Selection Criteria: Census Tracts with population density greater than the 500 people per square mile are selected.

Housing Cost:

Census Table

MEDIAN MONTHLY HOUSING COSTS (DOLLARS)

Survey/Program: American Community Survey

Universe: Occupied housing units with monthly housing costs

Year: Most Recent & Prior Year

Estimates: 5-Year

Table ID: B25105

Geography: Census Tract & Place (city of OKC)

Formula: change in housing cost = (most recent median monthly housing cost – past median monthly housing cost)/past median monthly housing cost

Selection Criteria: Census Tracts with change MEDIAN MONTHLY HOUSING COSTS (DOLLARS) greater than the City’s are selected.

The version of the Map that is effective at the time that an allocation is approved in accordance with Section 5.2 of this Agreement shall continue to apply for each planned project that is a part of such approved allocation.

SECTION IX. REPORTING; RECORDS AND AUDITS

9.1 Reporting

Operator will provide the following reporting to the City:

- A. Operator will submit a written quarterly report to the City’s MAPS office describing the status of each Project in the MAPS 4 Homelessness

program. Operator will present said report to the MAPS 4 Community Subcommittee, MAPS 4 Citizens Advisory Board, and Oklahoma City Council, when requested by the City. This written quarterly report shall be due within 30 days at the end of every calendar quarter during the Term.

- B.** Operator will meet and coordinate with the City's MAPS office staff on a regular basis as reasonably requested by the City's MAPS office staff.
- C.** Operator will attend meetings of the MAPS 4 Community Subcommittee and the MAPS 4 Citizens Advisory Board when requested by the City Manager or the City's MAPS office staff.
- D.** The Operator will provide an Annual Report to the City including the following items:
 - 1. Results of Annual Survey.** Operator will coordinate with the City in promoting and conducting an annual survey of residents (Public Housing and Section 8). The survey shall be conducted by a 3rd party and shall be crafted so it can be a beneficial tool in measuring progress toward achieving goals and efficiencies. Survey results, together with an action plan for any items deemed by either the City or OCHA as warranting remedy, will be submitted to the City on an annual basis. The status of action plan items shall also be reported on concurrent with future allocation requests by the Operator.
 - 2. Public Annual Plan Comments.** As a Public Housing Authority (PHA), the Operator's Board is required to conduct a public hearing to discuss the PHA plan (either the 5-Year Plan or Annual Plan, as applicable). Public comments received as a part of this process shall be submitted to the City concurrent with the Operator's submittal of their Annual Plan to The Department of Housing and Urban Development (HUD).
 - 3. Resident Advisory Board (RAB) Recommendations.** Per 24 CFR § 903.13, the Operator is required to establish a Resident Advisory Board (RAB). Comments and recommendations provided to the Operator by the RAB shall be submitted to the City on an annual basis.
 - 4. Unit Maintenance and Turnover Metrics.** As a part of their annual report to the City, the Operator shall provide data which describes the efficiency of Operator's unit maintenance and turnover repair processes. Metrics shall include, but are not limited to, number of units receiving maintenance/repairs, average unit down time, average make ready/repair time, and average lease up time.
 - 5. Annual Financial Audits.** Per 24 CFR § 902.33, the Operator is required to complete an annual financial audit. The Operator

will submit this audit to the City subsequent to the receipt and approval of the audit by the Operator’s Board of Directors.

6. **Other Items.** In addition to the items described above, the Operator will include the following in each Annual Report to the City relating to projects funded by MAPS4
 - Construction status of Projects.
 - Construction timeline and explanation of any delays
 - Current occupancy status of “development project” tenants
 - Number of tenant contacts for preceding year
 - Number of households eligible for relocation benefits
 - Number of households by choice of relocation method (Tenant Protection Vouchers, Public Housing, etc.) – if relocating offsite
 - Number of households moving back into the new property
 - Number of households not moving back into the property

9.2 **Records and Audits**

A. Record Retention

Operator shall keep and preserve the specified records pursuant to the Records Retention Schedule attached hereto as Exhibit A, or longer if required by law. Retention of any other records is left to the discretion of Operator.

B. Audits

The City shall have the right, at its expense, to conduct reasonable audits of the books or records of Operator directly relating to the use and expenditure of the funds of the MAPS 4 Homelessness program.

9.3 **Rights of the City Manager**

Subject to applicable privacy laws for tenants and other applicable restrictions, the City Manager may, from time to time, inspect a Project and review the activities on, and use of, a Project, to confirm, to the City Manager’s reasonable satisfaction, compliance with the provisions of this Agreement.

SECTION X. MANAGEMENT OF OPERATOR

10.1 **Business Management of Operator**

The Operator is organized as an Oklahoma public body corporate and agrees that it will meet all statutory requirements for operation as an Oklahoma public body corporate. Failure to comply with this obligation will be treated as a material breach of this Agreement.

10.2 Operator Employees

The Operator shall employ competent, qualified, and, if necessary, licensed employees to manage and operate the MAPS 4 Homelessness program. Operator employees shall not be considered employees of the City for any purpose. The sole responsibility for supervision, daily direction and control, training, and setting and paying compensation and any employee benefits, including workers' compensation benefits, shall be the obligation of the Operator. All costs related to employees shall be the responsibility of the Operator.

10.3 Non- Discrimination of Employees

The Operator shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, national origin, ancestry or disability as defined by the American with Disabilities Act of 1990, Section 3(2). The Operator shall ensure that employees or applicants for employment are treated without regard to their age, race, religion, creed, color, national origin, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship.

SECTION XI. ADDITIONAL TERMS

11.1 Indemnity

The Operator hereby agrees to release, defend, indemnify, and save harmless the City and its officers, agents, and employees, from and against any and all loss of or damage to property OR injuries to or death of any person or persons, OR any and all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever, in any way caused by, resulting from, or arising out of the grossly negligent acts, operations, errors and omissions of the Operator's officers, employees, representatives, contractors, sub-contractors, consultants or agents in connection with this Agreement, limited to the policy limit of insurance of Operator.

This section shall survive the expiration of the Agreement. Provided, however, the Operator shall not be liable hereunder for any loss solely occasioned by the negligence of the City or its officers, agents, and employees. This Indemnity provision does not apply to Workers' Compensation claims by City employees. The Parties agree to give the others prompt notice, in writing, of any claims, suits, actions or proceedings.

11.2 Insurance

The Operator shall obtain insurance coverage as provided below. The Operator must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the City on a timely basis if requested by City staff.

All insurance must be from responsible insurance companies which are authorized to do business in the State of Oklahoma and are acceptable to the City. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Agreement under any other provision of this Agreement, including but not limited to any indemnification provision.

Additional Insured: All liability policies (except worker's compensation and employer's liability policies) shall provide that the City and its Trusts are named an additional insured without reservation or restriction.

All insurance coverage of the Operator shall be primary to any insurance or self-insurance program carried by the City.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Operator is stating a deductible does not exist and thus a deductible is not approved or accepted. Self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Operator's self-insured retention.

Policy Limits: The insurance coverage and limits required of the Operator under this Agreement are designed to meet the minimum requirements of the City. Such coverage and limits are not designed as a recommended insurance program for the Operator. The Operator alone shall be responsible for the sufficiency of its own insurance program. Should the Operator have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the Operator should seek professional assistance.

All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims-made” form, the Operator shall also provide tail coverage that extends a minimum of one year from the expiration of this Agreement.

The minimum amounts of such insurance policies and continuing coverage shall be:

Worker's Compensation and Employer's Liability Insurance. The Operator shall provide and maintain, during the term of the Agreement, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) each for all its employees and the case when work is contracted or subcontracted, the Operator shall require the contractor or subcontractor similarly to provide worker's compensation and employer's liability insurance for all the contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by the Operator.

Commercial General Liability Insurance. The Operator shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Agreement under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein. Additionally, the Operator shall provide and maintain commercial general liability insurance coverage for property damage at a minimum of \$2,000,000.

Automobile Liability Insurance. The Operator shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Agreement under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein. Additionally, the Operator shall provide and maintain commercial general liability insurance coverage for property damage at a minimum of \$200,000.

Fidelity and Crime Insurance. Fidelity and Crime Insurance, which includes but is not limited to Burglary, Theft and Employee Dishonesty with a blanket limit of One Million Dollars (\$1,000,000), shall be provided. Such insurance shall also include coverage for money and securities, valuable papers. The City of Oklahoma City shall be named as a loss payee.

Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The City or on forms approved by the Oklahoma Insurance Commissioner. Copies

of these certificates must be provided to the City Manager within 10 days of execution of this Agreement and must be updated each year. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number and Project description or name.

Cancellation: There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The Operator authorizes the City to confirm all information so furnished as to the Operator's compliance with its bonds and insurance requirements with the Operator's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this Agreement is a breach of this Agreement for which the Operator shall be liable for damages, losses, and costs incurred by the City. Regardless of any termination clause included in this Agreement, the City or Trust may at its option suspend this Agreement until there is full compliance with this Section, or may cancel or terminate this Agreement and seek damages for the breach. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the City. The City expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the Operator shall immediately notify the City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City requests a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the Operator hereby agrees to promptly authorize and have delivered such statement to the City.

Duration of Coverage. All insurance coverage required under this Agreement shall be maintained in full force and effect for the term of this Agreement and any renewals, and for a period of two (2) years after the expiration or conclusion of this Agreement.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Agreement.

11.3 Termination

This Agreement may be terminated as follows:

A. Termination for Default.

In the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such Party shall, upon written notice proceed immediately to cure or remedy such default or breach within sixty (60) days after receipt of such notice. However, if any such default or breach is one not reasonably susceptible of being cured within 60 days, and the breaching party is diligently pursuing a cure of such default or breach, the

time for curing may be extended accordingly. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within 60 days of notice of the default or breach (as may be extended as set forth in the prior sentence), the aggrieved Party or Parties may terminate this Agreement and/or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations. The remedies in this paragraph shall not be deemed to waive or release any remedy available to parties. The City expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

Notwithstanding anything to the contrary contained in this Agreement, the parties agree that, in the event this Agreement is terminated or is otherwise not renewed for an additional term, any funds of the MAPS 4 Homelessness program that have been contractually committed to be disbursed to a Sub-Recipient for a Project in accordance with the terms of this Agreement prior to such termination of this Agreement shall be disbursed to such Sub-Recipient despite the termination of this Agreement so long as such Sub-Recipient uses the funds of the MAPS 4 Homelessness program for a Project that has been approved in accordance with the procedures set forth in Section 5.2 of this Agreement.

11.4 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Parties at the following addresses. Addresses may be changed by either Party giving ten days prior written notice thereof to the other Party.

The City:

Craig Freeman, City Manager
The City of Oklahoma City
200 N. Walker, 3rd Floor
Oklahoma City, Oklahoma 73102

With copy to:

Amy Simpson, City Clerk
The City of Oklahoma City
200 N. Walker, 2nd Floor
Oklahoma City, Oklahoma 73102

The Operator:

Oklahoma City Housing Authority
Attn: Mark Gillett, Executive Director
1700 NE 4th Street
Oklahoma City, OK 73117

11.5 Applicable Law

This Agreement shall be governed, construed and enforced in accordance with the laws of the state of Oklahoma. The laws of the state of Oklahoma shall be applied to every interpretation, action, enforcement or other legal or equitable proceeding involving this Agreement, and any duty, right, interest, covenant, obligation and activity under this Agreement.

11.6 Compliance with Laws, Ordinances, Specifications, and Regulations

The Operator shall comply with all federal, state, and local statutes, laws, standards, codes, ordinances, rules and regulations, and all subsequent amendments and additions thereto, pertaining, in any manner, to the operations, construction, maintenance, activities and/or services provided or permitted by this Agreement. The Operator shall protect, defend, indemnify and forever hold harmless the City from and against any penalty, fine, damage, expense, cost or charge imposed, assessed or incurred for any violation or breach of any such statutes, laws, standards, codes, ordinances, rules or regulations occasioned by the negligence, acts or omissions of the Operator.

11.7 Assignment

It has been agreed by the Parties that the Operator may not assign its interest or obligations in this Agreement without prior written consent of the City.

11.8 Severability

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

11.9 Amendment

This Agreement may only be amended in a writing approved by the Operator and the City Council of The City of Oklahoma City.

11.10 Execution in Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11.11 Descriptive Headings

The headings of the Sections of this Agreement are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of said Section of this Agreement.

11.12 Survival of Representations

All written representations and covenants of the Parties contained in this Agreement shall survive the non-renewal, termination, cancellation or expiration of this Agreement.

11.13 Parties Bound

This Agreement shall be binding upon and inure to the benefit of all Parties. This Agreement is solely for the benefit of the Parties and their successors in interest, and none of the provisions hereof are intended to create a third-party beneficiary or benefit third parties.

11.14 Force Majeure

Except as otherwise herein expressly provided, if any Party shall be delayed or hindered in, or prevented from, the performance of any obligation hereunder, as a result of any Force Majeure, and, provided that the Party delayed, hindered or prevented from performing notifies the other Party both of the commencement and the expiration of such delay, hindrance or prevention (each notice being required within ten (10) business days of the respective event), then the performance of such obligation shall be excused for the period of such delays, hindrance or prevention and the period for the performance of such obligation shall be extended by the number of days equivalent to the number of days of the impact of such delay, hindrance or prevention. Failure to so provide the foregoing notice will result in waivers of both excuse in performance and extension of time to perform under this paragraph with respect to any such delay, hindrance or prevention.

As used herein, a "Force Majeure event" shall mean a labor dispute, act of God, natural disaster, national emergency, civil disobedience or disturbance, riot, terrorism, threat of terrorism, restraint by court order, and similar occurrences beyond the reasonable control of the Party that makes the Party's material obligations under this Contract in a timely manner impractical or impossible and which, in all' cases, are not foreseeable or a result of the negligence or willful misconduct of, or in the reasonable control of, the Party.

11.15 Construction and Enforcement

In the event of ambiguity in any of the provisions of this Agreement, this Agreement shall not be construed for or against any party on the basis that such party did or did not author the same.

11.16 Venue of Actions

The Parties agree that if any legal action is brought pursuant to this Agreement, such action shall be instituted in the District Court of Oklahoma County.

11.17 No Partnership Created

The Parties expressly agree that the relationship hereby created is that of independent contractors and no other relationship is created or deemed to be created between the Parties. This Agreement specifically does not create any partnership or joint venture between the Parties, or render any party liable for any of the debts or obligations of any other party.

[Signatures on the following page.]

APPROVED by Oklahoma City Housing Authority this ____ day of _____, 2023.

**OKLAHOMA CITY HOUSING
AUTHORITY**

Mark Gillett

State of Oklahoma)
) SS.
County of Oklahoma)

This instrument was acknowledged before me on the ____ day of _____, 2023
by Mark Gillett, as Executive Director of Oklahoma City Housing Authority.

Notary Public
Commission No.: _____

My Commission expires: _____

APPROVED by Oklahoma City Public Property Authority this ____ day of _____,
2023.

ATTEST:

**OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY**

Secretary

Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor

APPROVED by The City of Oklahoma City this _____ day of _____, 2023.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy Simpson, City Clerk

David F. Holt, Mayor

Exhibit A

Record Retention Schedule

Purpose. The purpose of this schedule is to define the retention period of documents vital to the management and operation of the MAPS 4 Homelessness program by Operator. Schedule Records and documents of the Vendor will be retained as follows:

Corporate Legal Documents - Permanently

Financial Records, AP Vouchers, Bank Statements, etc. - Current Year + 6

Audit Reports & Tax Returns - Permanently

Contracts, Notes, and Leases - 7 Years after Expiration

Payroll Records - Current Year + 6

Employee Personnel Files - 7 Years after Termination

Waivers - Current Year + 6

Incident Reports - Current Year +6

Exhibit B

Map

[See Attached.]

Supportive Project Locations

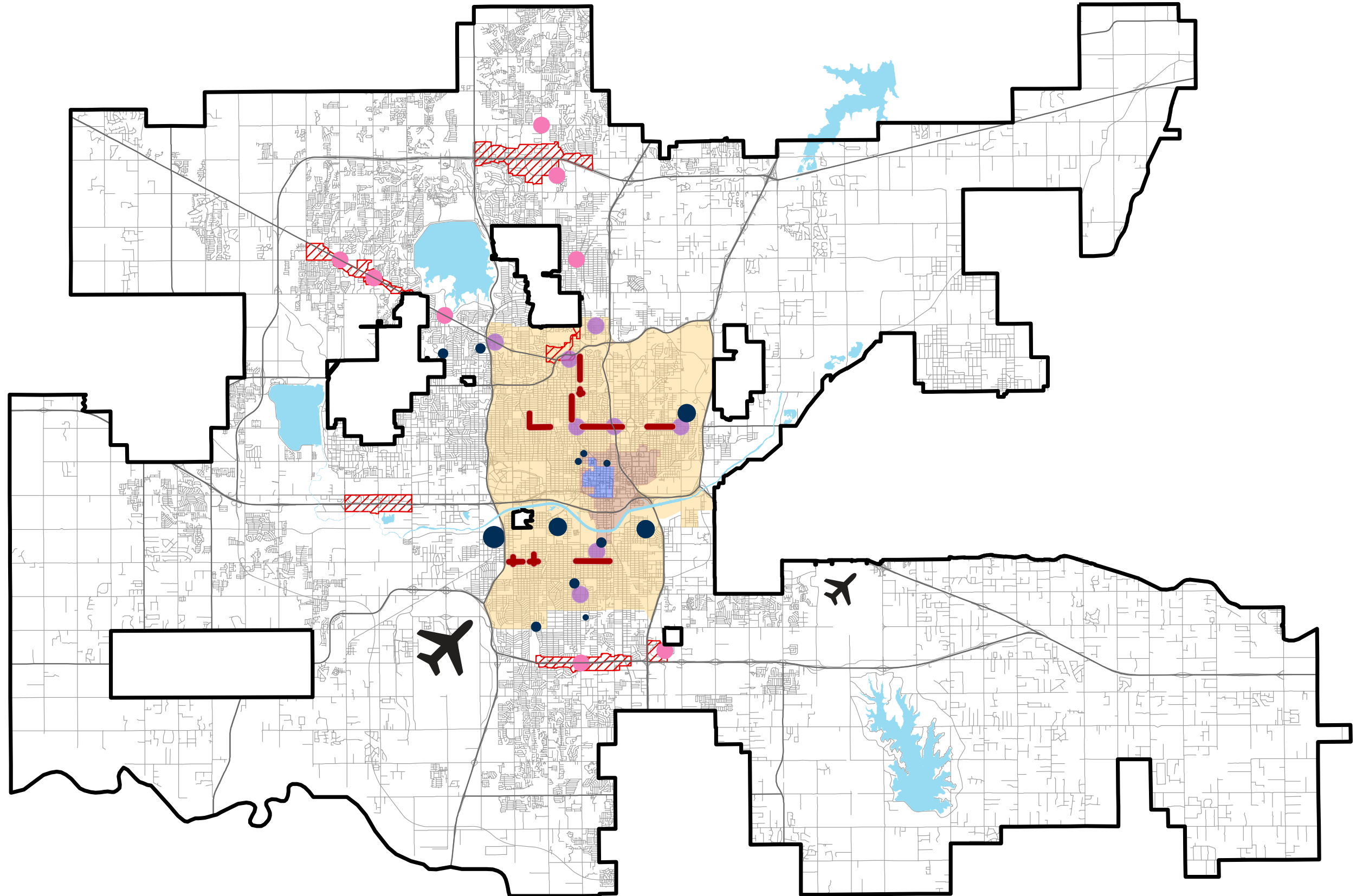
OCHA will utilize the following framework for prioritization of project locations:

- 1) The urban core of Oklahoma City, as defined by Medium Intensity Land Use Typology Area (LUTA) and higher density land use designations as identified in the City's Comprehensive Plan.
- 2) Locations with frontage on major Arterial Street Typologies, as defined by the City's Comprehensive Plan.
- 3) Properties currently owned and/or managed by the Oklahoma City Housing Authority.

Areas of Investment
Selected Land Use Typology Area (LUTA)

- Urban: Medium Intensity (UM)
- Urban: High Intensity (UH)
- Downtown (DT)
- Regional District (RD)
- Urban Commercial (UC)
- UM Transit-Oriented (TO)
- UL Transit-Oriented (TO)

- Identified Project Location



Workforce Housing Project Locations

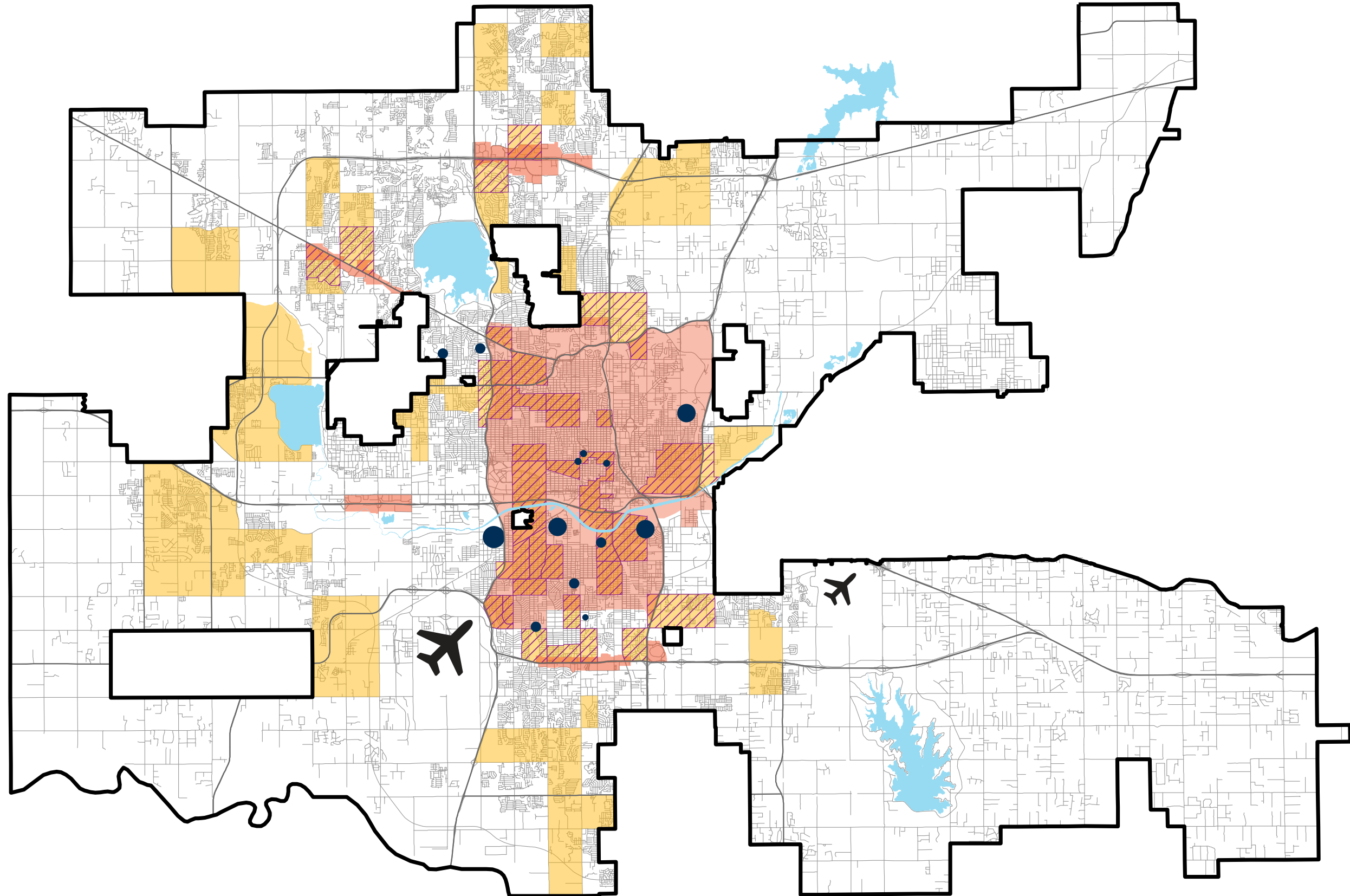
OCHA will utilize the following framework for prioritization of project locations for Workforce Housing:

1) Census Tracts within Oklahoma City with a population density of over 500 people per square mile, that have experienced an increase in housing cost (rental and for sale) greater than the City of Oklahoma City.




2) The urban core of Oklahoma City, as defined by Medium Intensity Land Use Typology Area (LUTA) and higher density land use designations as identified in the City's Comprehensive Plan.


3) Locations with frontage on major Arterial Street Typologies, as defined by the City's Comprehensive Plan.

4) Properties currently owned and/or managed by the Oklahoma City Housing Authority.



Areas of Investment
Workforce Housing Priority Areas

-  Highest Priority: Selected LUTAs & Increasing Housing Cost
-  Priority: Selected LUTAs
-  Census Tracts with Increasing Housing Cost

-  Identified Project Location