

**SERVICE AND LEASE AGREEMENT FOR THE OPERATION OF AN EMERGENCY  
OVERNIGHT SHELTER**

THIS AGREEMENT (“**Agreement**”) is dated this \_\_\_\_ day of \_\_\_\_\_ 2024 (the “**Effective Date**”) by and between the City of Norman, Oklahoma, a municipal corporation (“**City**”), and Food and Shelter, Inc., a not-for-profit corporation (“**Contractor**”).

WHEREAS, the Parties entered into that certain SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER SHELTER, dated as of October 11th, 2022, for the purposes of providing the operation of a low-barrier emergency shelter (the "**Original Agreement**");

WHEREAS, the Parties entered into that certain First Amendment to SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER SHELTER, dated as of March 28th, 2023 (the "**First Amendment**");

WHEREAS, the Parties entered into that certain Second Amendment to SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER SHELTER, dated as of June 27th, 2023 (the "**Second Amendment**");

WHEREAS, the Parties desire to replace and supersede the Original Agreement in its entirety; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**Section 1: Scope of Work to be Performed by Contractor**

In consideration of the payments set forth herein, Contractor shall perform services for City in accordance with the terms, conditions, and specifications set forth herein.

Contractor shall operate a low-barrier emergency shelter (“**Emergency Shelter**”) based on a low-barrier, Housing First model that focuses on assisting unsheltered households to move to permanent housing. The program shall provide safe overnight shelter and referral to available services designed to move clients out of homelessness and into permanent housing opportunities. Contractor shall follow the minimum service and operating requirements as set out in “**Exhibit A**”.

**Section 2: Term**

Subject to appropriation of sufficient funding by the Norman City Council, the services described in this Agreement shall be provided for a period of six (6) months, beginning from October 1<sup>st</sup>, 2024 and ending on March 31, 2025; however, prior to the end of the initial six-month period, the City shall have the ability to extend this Agreement, on a month-to-month basis, for up to an additional six (6) months (“**Term**”). However, this Agreement may be terminated at any point during the Term specified in this section as provided in *Section 9: Termination*.

**Commented [AP1]:** Term subject to change based on approval date. If possible, we would like to shoot for approval on Sept. 24<sup>th</sup>.

**Section 3: Lease Agreement**

**3.1 Leased Premises.**

City, owning certain real property located at 109 W. Gray St, Norman, Cleveland County, Oklahoma (the “**Property**”), leases to Contractor portions of the buildings located on the Property as more specifically shown in “**Exhibit B1**” and “**Exhibit B2**” (“**Leased Premises**”) for the term stated in Section 2 of this Agreement.

**3.2. Acceptance of Premises.**

Contractor acknowledges that neither City nor any representative of City has made any representation or warranty with respect to the Property, the Leased Premises, or the suitability or fitness of either for any purpose.

**3.3 Uses.**

Contractor shall use the Leased Premises only for the purposes of operating a low-barrier emergency shelter in accordance with the terms of this Agreement, and for no other use whatsoever. Contractor shall not do or permit anything to be done in or about the Leased Premises which will in any way interfere with the City’s use of the Premises, or use or allow the Leased Premises to be used for any unlawful purpose. Contractor shall comply at its expense with all present and future laws, ordinances, and requirements of all governmental authorities that pertain to Contractor or its use of the Leased Premises.

**3.4 Rent.**

In consideration of the use, occupancy, and possession of the Leased Premises by Contractor, Contractor agrees to pay the City the sum of One-Dollar (\$1.00) valuable consideration, payable in advance of, or within thirty (30) days of the approval of this Agreement. The remainder of the value for the lease shall be made to City as an in-kind donation towards the program.

**3.5 Maintenance.**

Subject to any provisions herein to the contrary, City shall only be required to repair defects, deficiencies, deviations or failures of materials or workmanship to the extent necessary to keep the building in the same condition as it exists on the Effective Date of this Agreement. City shall not be responsible to repair any defects, deficient, deviations or failures of materials or workmanship that are the fault of the Contractor, its employees, agents, subcontractors or shelter clients. City may, to the extent authorized by law, withhold any payments due to Contractor pursuant to this Agreement for the purpose of set-off for any damages attributable to Contractor. Contractor shall notify City of any hazard, danger, or defect of the premises in writing immediately upon discovery. Contractor agrees to keep, repair, and maintain all plumbing units, pipes, and connections in good repair and free from obstruction.

**3.6 Improvements.**

Contractor may, at its sole expense, make non-permanent improvements to the Leased Premises and to make such non-structural alterations and changes in such parts thereof as Contractor shall deem expedient or necessary for its purposes, provided that Contractor has first obtained the written consent of the City Manager or designee. All fixtures, furniture (including bunk bed systems and mattresses), equipment, improvements and appurtenances (“**Leasehold Improvements**”), whether or not by or at the sole expense of Contractor, shall be and remain a part of the Leased Premises, shall be the property of City, and shall not be removed by Contractor without the written consent of the City Manager or designee. Contractor agrees, upon request of the City, to remove any Leasehold Improvements at Contractor’s sole cost and expense.

3.7 Utilities

The City shall be responsible for the payment of the following utilities: electricity, water, and trash.

3.8 City’s right to enter.

City reserves the right to enter and inspect the Leased Premises at any time, with or without notice to Contractor, for any reason. Both Parties shall have keys to the entrances and exits and all locking doors within the Leased Premises.

3.9 Contractor’s Personal Property.

Contractor shall be responsible for all personal property, equipment or fixtures placed in or on the premises by Contractor or its agents, employees, invitees, or clients.

3.10 Asbestos.

Contractor is aware of the presence of friable asbestos in the Leased Premises. Contractor acknowledges receipt of City’s Asbestos Inspection Report dated November 7, 2023. Contractor agrees to not engage in any activity that would disturb any of the friable asbestos identified the report.

**Section 4: Responsibilities of Contractor**

4.1 Meetings

Contractor shall meet with designated and authorized City personnel, or third parties as necessary, on all matters connected with carrying out of Contractor’s services described herein. Such meetings shall be held at the request of either party.

4.2 HMIS Records and Reporting

Contractor agrees to fully participate in Service Point, Sharelink Homeless Management Information System (“**HMIS**”), administered by the Homeless Alliance. Participation will include entering all data elements as required by United States Department of Housing and Urban Development (“**HUD**”) for an Emergency Solutions Grant activity and detailed in the “Data and Technical Standards Notice-OMB approved March 2010”. Contractor will also attend user group meetings and share appropriate client information as identified through share agreements.

A separate project shall be set up in HMIS for the Emergency Shelter. HMIS clients utilizing shelter services shall be entered and exited from said project each day, including clients staying multiple days or who have reserved beds pursuant to Contractor's Reserved Bed Policy.

Contractor shall furnish the following reports to the City Manager's Office monthly in a PDF format, which are due prior to the 5<sup>th</sup> day of each month for the previous monthly period:

- a. [HMIS REPORT] ESG CAPER – parameters for the previous month with error rate of less than 5% in all categories
- b. [HMIS REPORT] Daily Unit Report for the previous month
- c. Monthly summary of number of individuals served
- d. Monthly summary of individuals who, on a daily basis, were turned away or denied service and the reason thereof
- e. Incident reports
- f. Housing report, containing the following information and data for each individual that reported to be housed:
  - o HMIS Number of the individual
  - o Date the individual was housed
  - o The number of days the client stayed at the Emergency Shelter in the one-year prior to obtaining housing and the late date the individual stayed at the Emergency Shelter
  - o Housing Type obtained by the individual
    - Long-term care facility or nursing home
    - Hospital or other residential non -psychiatric medical facility
    - Psychiatric hospital or other psychiatric facility
    - Substance abuse treatment facility or detox center
    - Rental by client, with RRH or equivalent subsidy, designate length of assistance (start up only, 6 month's rent, etc.)
    - Rental by client, with HCV voucher (tenant or project based)
    - Rental by Client with CoC Permanent Supportive Housing Project subsidy
    - Rental by client in public housing unit
    - Rental by client, no ongoing housing subsidy
    - Transitional housing for homeless persons (McKown Village)
    - Staying or living with friends or family, temporary tenure (e.g., room, apartment or house)
    - Staying or living with friends or family, permanent tenure
    - Owned by client, no ongoing housing subsidy
    - Other \_\_\_\_\_
  - o Identifying the funding source or project used to house the individual, including all start-up costs and ongoing expenses, if any.
  - o Identifying if the client will be obtaining follow-up or continued housing case management, and if so, identifying the agency responsible for those services.

In addition to the specific reports indicated above, Contractor shall provide any other reports deemed necessary by the City.

#### 4.3 Staffing

Contractor shall provide adequate staffing to ensure performance of all services outlined in this Agreement and its exhibits. Contractor shall ensure that staffing levels are maintained to minimize overtime hours worked by employees and overtime should be utilized only when absolutely necessary to meet Contractor's operational needs.

#### 4.4 Security Sub-Contractor

Contractor shall obtain a security subcontractor that is licensed as a Security Agency by the State of Oklahoma, subject to the prior approval of the selected subcontractor by City. At least one qualified security guard employed by Contractor's security subcontractor shall be on-site during all hours of operation. Contractor shall immediately notify City Manager or designee at least thirty (30) days in advance of any change of security subcontractor. The Contractor's security subcontractor shall be responsible for providing security services as described in Exhibit A.

#### 4.5 Required Policies and Procedures

Contractor shall, at a minimum, develop and maintain policies and procedures that address all of the following aspects of the shelter's operation, ~~which are attached hereto as "Exhibit C":~~

- a. Security and safety policy;
- b. Disaster response and recovery plan, including provisions for tiered responses concomitant to the level of disaster. Plans must include provisions for evacuation, business resumption and periodic testing of procedures and emergency equipment;
- c. Storage and use of toxic substances plan;
- d. Shelters' housekeeping and maintenance functions;
- e. Pest control prevention and mitigation;
- f. Storage of personal property;
- g. Policies for Bars and bans;
- h. Development of written standards for the administration of medication or provision of access to stored medication (if applicable);
- i. Volunteer policies, for both individual and agency partner volunteers;
- j. Personnel policies, which shall include provisions relating to drug screening and background checks for employees; and
- k. Reserved bed policy.

**Commented [AP2]:** We don't see the need to attach this to the contract. Could cause confusion, as the policies will be changed from time-to-time.

Contractor shall provide City Manager or designee with a copy of said policies and procedures upon execution of this Agreement. Contractor shall provide all services in accordance with Contractor's adopted policies and procedures. Contractor shall review all policies and procedures relating to the shelter's operation quarterly, at minimum. Subject to review and approval by the City Manager or designee, Contractor may adopt new or amend existing policies and procedures. Contractor shall immediately provide to City Manager or designee all proposed new and/or updated policies and procedures. Within ten (10) days of receipt of Contractor's proposed policies, the City Manager or designee shall have the authority to approve or deny any or all of Contractor's proposed additions or amendments.

**Section 5: Independent Contractor Status**

The Contractor shall be an independent contractor for the City. Contractor agrees to conduct itself in a manner consistent with such status and further agrees that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason of this Agreement, and that it will not by reasons of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer or employee of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

**Section 6: Compensation**

**6.1 Use of Funds Generally**

Contractor shall use all funds provided pursuant to this Agreement to support only the services as described within this Agreement. Contractor shall provide services in accordance with the Program Budget as approved by City and attached hereto as "**Exhibit DC**".

**6.2 Funding Subject to Appropriation**

City's payment obligations under this Agreement are contingent upon sufficient allocation of funds for this purpose by City Council. If funding is withdrawn, reduced, suspended, or reallocated after the Effective Date of this Agreement and prior to normal completion, the City will notify the Contractor per Section 10.6. In such instances, the City may immediately terminate the Agreement or renegotiate the Agreement subject to those new funding limitations and conditions. If funding for this Agreement is eliminated on a temporary or permanent basis, for whatever reason, the City will not be responsible for providing any further payments to Contractor for any work performed after the receipt of the notification.

**6.3 Program Budget**

Contractor shall provide services in accordance with the Program Budget as approved by City and attached hereto as "**Exhibit DC**". City shall not reimburse any expenses exceeding the total amount of funding indicated in the Program Budget. Modifications to the Program Budget increasing the compensation shall be subject to approval of the City Manager or designee and subject to sufficient appropriation of funding by City Council. Contractor may, without the need for prior approval, make modifications to the Program Budget, of not more than 10% of the total budget amount cumulatively, in order to reallocate dollar amounts from one approved budget category to another approved budget category, provided there are no changes in project scope.

**6.4 Reimbursement**

Subject to appropriated funding and as set forth in the terms and conditions of this Agreement, City agrees to reimburse Contractor for costs actually incurred and paid by Contractor, except for any amounts disputed by City in good faith. Contractor is prohibited from submitting requests for payment in excess of actual requirements for carrying out the Scope of Work of this Agreement. Contractor shall monitor its monthly expenses and ensure those monthly expenses do not exceed

the amounts indicated in the Program Budget. City may, to the extent authorized by law, withhold payments to Contractor for the purpose of set-off until the exact amount of damages due to City from Contractor is determined.

#### 6.5 Request for Payment

Reimbursements shall be requested on the Payment Request (invoice) Form, which is attached to this Agreement as “**Exhibit ED**”. The City reserves the right to amend, delete, or add to the invoice form as it deems necessary. Any revisions or changes to the invoice will be provided to the Subrecipient in a timely manner. On or before the 10th day of each month, Contractor shall submit an invoice for all expenditures for services and costs as outlined in this Agreement that were incurred for the previous month of service. The City shall issue payment no later than twenty-five (25) working days after the receipt of complete and accurate billing information as determined by the City.

Invoice Forms shall be accompanied by documentation to support the amount of the request for reimbursement. The City shall not release payment until the Contractor provides all required documentation identified in this Agreement, including all reports required under Section 4. Submission of incomplete or inaccurate information on an invoice may delay the reimbursement process. Any delay in the reimbursement process resulting from incomplete or inaccurate information on an invoice will not be considered a breach of the Agreement.

#### 6.6 Limitations on Expenditures

City shall not reimburse Contractor for expenditures incurred during the Agreement Term that are, at City’s sole discretion: (i) not reasonable and necessary to carry out the Scope of Services described in Exhibit A; (ii) not eligible expenses for this Project; (iii) not documented by contracts or other evidence of liability; or (iv) not incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. City shall not reimburse or otherwise compensate Contractor for any expenditures incurred or services provided prior to the Effective Date or following the expiration or termination of this Agreement. Ineligible expenditures include, but are not limited to, the following:

- a. Cost of client transportation to and from the shelter;
- b. Cost of food or meals for clients or employees of the shelter; or
- c. Overtime expenses of employees who have received regular hours working for Contractor for labor not related to this Agreement or Project. Overtime expenses of employees splitting regular hours between this Project and Contractor’s other operations unrelated to this Project may only be reimbursed up to an amount deemed reasonable by City, at its sole discretion.

If funds received by Contractor were expended improperly or if funds were received for an ineligible expense, then such payments to Contractor shall be subject to recoupment by City.

If this Agreement is terminated, Contractor may not incur new obligations for the terminated portion of the Agreement after Contractor has received the notification of termination. Contractor must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed.

**Section 7: Financial Accountability**

**7.1 Financial Management**

Contractor shall maintain its fiscal books, records, documents, and other data in a manner consistent with relevant generally accepted accounting principles. Pursuant to this obligation, Contractor shall maintain an accounting system that, at a minimum:

- a. Allows Contractor to maintain their fiscal books, records, documents, and other data in a manner consistent with relevant generally accepted accounting principles
- b. Adequately and separately identifies all funding sources and all application of funds associated with providing services related to this Agreement, but not limited to, local, state, and federal grants, fees, donations, federal funds, and all other funds, public or private.
- c. Provides a means to gather fiscal data necessary to determine; a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.
- d. Allows Contractor to have on file appropriate support documentation for each expenditure related to this Agreement. Examples of such documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations. This obligation extends to any expenditures of Contractor relating to this Agreement, regardless of whether or not Contractor later seeks reimbursement for the expenditure.

Contractor shall administer funds received pursuant to this Agreement in accordance with all applicable local, state, and federal requirements. Contractor shall maintain detailed, itemized documentation and other necessary records of all payments and income received and expenses incurred pursuant to this Agreement. Contractor shall retain such records for at least one year beyond the expiration or termination of this Agreement.

**7.2 Dedicated Bank Account**

Contractor shall maintain a dedicated bank account that is used solely for Contractor's provision of services related to this Agreement. All expenditures and payments made pursuant to this Agreement shall be made from or deposited into said account, when possible.

**7.3 Audit Rights**

The City, or any of its duly authorized representatives, shall at all times have the right and option to monitor, inspect, audit, and review the Contractor's performance and operation of the Emergency Shelter or the service to be provided in accordance with this Agreement; and in connection therewith, the City shall have the right to inspect any and all records, books, documents,



or papers of Contractor and the subcontractors of Contractor, for the purpose of making audit examinations of the Contractor's performance under this agreement. Contractor agrees to submit to and cooperate with City fully in all such efforts. Contractor also agrees to cooperate any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Any professional audit report conducted on behalf of the City shall be prepared by an independent third party auditor.

#### 7.4 Improper Payments

Any item of expenditure by Contractor under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the City, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Contractor, shall become Contractor's liability, and shall be paid solely by Contractor, immediately upon notification of such, from funds other than those provided by City under this Agreement or any other agreements between City and Contractor. This provision shall survive the expiration or termination of this Agreement.

### **Section 8: Insurance and Indemnification**

#### 8.1 Insurance Required

At all times during the Term of this Lease, Contractor shall maintain in full force a comprehensive public liability insurance policy covering Contractor's operations, activities, and liabilities on the Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000) in the aggregate. Such policy shall name City as an additional insured under such policy and provide that cancellation will not occur without at least thirty (30) days prior written notice to City. Upon City's request, Contractor shall give City certificate of insurance evidencing that the insurance required under the Lease is in force.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

#### 8.2 Indemnification of City

Contractor shall hold City harmless from any liability (including reimbursement of City's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Contractor or any of Contractor's agents, servants, employees, licensees, customers, patrons, or lenders, in connection herewith. Without waiving any limitation of liability or protections afforded City under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151 et seq., as now or hereafter amended, City is responsible for its own negligence and that of its employees. It is understood and agreed that Contractor shall bear the risk of loss for any personal property kept, installed, stored, or maintained

in or upon the Leased Premises by Contractor. City shall not be responsible for any loss or damage to equipment owned by Contractor that might result from tornadoes, lightning, windstorms, floods, or other Acts of God or actions of parties over which City has no control. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Agreement, whether by expiration or otherwise.

**Section 9: Termination**

This Agreement may be terminated prior to the expiration period hereof by written agreement by the parties to the Agreement. Either party may unilaterally terminate the agreement for any reason, with or without cause, by giving (30) days written notice. The City may also terminate this agreement for cause or suspend this Agreement, in whole or in part, by giving ten (10) days written notice from the City to the Contractor for any of the following reasons:

- (a) Failure to perform the services or set forth in Exhibit A (scope of services) and requirements incident thereto.
- (b) Making unauthorized or improper use of funds provided under this agreement.
- (c) Submission of an application, report or other document pertaining to this Agreement containing misrepresentation of any material aspect.
- (d) Breach of the any terms of this Agreement.

Contractor shall submit to City no later than thirty (30) calendar days after termination of this Agreement all financial, performance, and other reports as required by this Agreement.

**Section 10: Misc. Provisions**

10.1 Assignability and Subcontracting.

Contractor shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of City, and consent to an assignment or sublease shall not be deemed to be consent to any subsequent assignment.

10.2 Governing Law

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

10.3 Compliance with Laws.

All activities of Contractor, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.

10.4 Complete Agreement.

This Agreement, along with any attachments and exhibits hereto, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the effective date of this Agreement. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.

10.5 Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

10.6 Notices.

If either party shall desire or is required to give notice to the other, such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express or priority U.S. Mail, addressed to recipient as follows:

**To CITY:**

City Manager's Office  
Shannon Stevenson, Assistant City Manager  
201 W. Gray St, Norman, OK 73069  
[Shannon.Stevenson@NormanOK.gov](mailto:Shannon.Stevenson@NormanOK.gov)  
With CC to:  
[Anthony.Purinton@NormanOK.gov](mailto:Anthony.Purinton@NormanOK.gov)

**To CONTRACTOR:**

Food & Shelter, Inc.  
April Doshier, Executive Director  
201 Reed Ave, Norman OK 73071  
[april@foodandshelterinc.org](mailto:april@foodandshelterinc.org)  
With CC to:

[Board President contact information]

**Commented [AP3]:** Please provide information or include changes.

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

10.7 Counterparts.

The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

10.8. Warranty of Authority.

The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, THE CITY OF NORMAN and FOOD & SHELTER, INC. have executed this AGREEMENT.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

The City of Norman  
(City)

Food & Shelter, Inc.  
(CONTRACTOR)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Food  
Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Corporate Secretary

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CITY ATTORNEY

## **Exhibit A**

### **Program and Service Requirements**

#### **Intake and Admission**

##### **Eligibility**

Shelter Clients must meet the following criteria prior to being eligible for shelter services:

- a. Must be experiencing homelessness
- b. Must be 18 years of age or older
- c. Must identify themselves by name and date of birth and, while not required, presentation of a valid form of identification is encouraged
- d. Must not be a registered sex-offender
- e. Sobriety is not required, but client must not exhibit disruptive behavior

##### **Housing-First Model**

Shelter services should reflect a housing-first model, which shall include recognition of the following principles:

- a. Access to a shelter is not contingent on sobriety, minimum income requirements, lack of a criminal record (other than sex-offender status), completion of treatment, participation in services, or other unnecessary conditions.
- b. Support services are available but are voluntary, client-driven, individualized, and flexible.
- c. Clients are not turned away because of a lack of income or the appearance of an unwillingness to participate in services or employment
- d. Services are informed by a harm-reduction philosophy that recognizes the realities of drug and alcohol addiction.
- e. Clients are engaged in non-judgmental communication regarding drug and alcohol use and are offered support regarding ways to minimize risky behaviors and engage in safer practices.

##### **Intake and Exit Process**

Contractor's staff shall perform the following basic functions upon client intake:

- a. Eligible clients are admitted on either a first-come, first-served basis or, if applicable, as set forth in Contractor's Reserved Bed Policy
- b. Clients are asked questions to gather basic information
- c. Clients meeting eligibility criteria admitted to the shelter are immediately checked-in to HMIS system
- d. Prior to closing each morning, HMIS clients who utilized shelter services shall be exited from the HMIS project, including clients staying multiple days or who have reserved beds pursuant to Contractor's Reserved Bed Policy

#### **Hours of operation**

The shelter shall be open to the public from 5:00pm – 7:00am. Contractor may, at its discretion, adjust the opening or closing time of the shelter by a maximum of one hour in the event of dangerous or inclement weather. Dangerous or inclement weather means the following:

- a. Outside temperatures fall below 20 degrees or wind chills below 10 degrees;
- b. Outside temperatures exceed 90 degrees;
- c. Presence of excessive or hazardous snow or ice;
- d. Rain; or
- e. An active hail or tornado warning.

All other extensions or adjustments to the Hours of Operation shall be made only upon written permission from the City Manager or designee.

**Client Services**

Contractor shall offer clients access to the following services, either directly or through collaboration with local agencies:

- a. Housing Assistance services
- b. Mental Health and Substance Abuse Resources
- c. Employment Resources

**Janitorial Services**

Contractor shall ensure the Leased Premises is cleaned per the following specifications:

- a. Daily organization of personal property of shelter clients stored on-site.
- b. Daily removal of waste and refuse, and replacement of trash liners as necessary.
- c. Daily mopping and sanitation with germicidal detergent of rest rooms.
- d. Floors swept or vacuumed
- e. Hard surface floors spot mopped daily and mopped at least once per week.
- f. Daily sanitation with germicidal detergent of surfaces in all common areas.
- g. Soap and paper products furnished in all rest rooms and break rooms at all times.
- h. Interior and exterior windows washed annually.

**Minimum Security and Safety Measures**

Contractor shall be responsible for ensuring the safety and well-being of clients and staff during operational hours. Services of Contractor shall, at a minimum, conform to the following minimum safety guidelines.

**Security Subcontractor Duties**

Contractor's security subcontractor shall, at a minimum, be responsible for the following security measures:

- a. Safety Screening: Conduct routine screening of shelter clients and their belongings to prevent prohibited items (e.g., weapons, alcohol, drugs) from entering the shelter. Subcontractor shall use metal detector equipment during this process.
- b. Patrols and Monitoring: Regular patrols of all areas within the shelter to deter and detect any suspicious activity.

**Commented [AP4]:** April provided some suggestions to this section previously, indicating that they would want staff to do some of this, rather than the security personnel. If so, please specifically set out which duties would be done by security vs. which are the responsibility of staff.

- c. Crowd Control: Manage and maintain order during peak entry and exit times to prevent congestion and potential conflicts.
- d. Incident Management: Develop and carry out Contractor's protocols for handling incidents such as disputes, medical emergencies, or behavioral issues among shelter clients.
- e. Fire Safety: Ensure compliance with fire safety regulations, including conducting fire watch patrols and regular drills to prepare staff and residents for emergencies.
- f. Perimeter Security: Secure the shelter's perimeter to prevent unauthorized access and ensure the safety of residents.
- g. Daily Logs: Maintain daily logs of security activities, including patrols, incidents, and any notable occurrences within the shelter.
- h. Incident reporting: Contractor's security subcontractor shall create and maintain detailed reports that document any incidents that occur. An incident is defined as any event or situation that deviates from normal shelter operations, compromises safety, requires a call for emergency services, or impacts the well-being of residents, staff, or property. Examples of incidents include, but are not limited to:
  - 1. Physical altercations or fights among residents.
  - 2. Medical emergencies.
  - 3. Threats or acts of violence.
  - 4. Property damage or theft.
  - 5. Policy violations.
  - 6. Fire alarms or other emergencies.

Incident reports shall contain, at minimum, the following information:

- 1. Date, time, and location of the incident.
- 2. HMIS number of any clients involved in the incident.
- 3. Description of what occurred, including any injuries or property damage.
- 4. All actions taken to address the incident.

Contractor shall provide City an incident report for any incident requiring a call for emergency services (e.g., fire department, police department, EMS, etc.) within twenty-four (24) hours of the incident occurring.

- i. Fire Watch: Contractor's security subcontractor shall maintain a Fire Watch to patrol the occupied structure. Fire Watch personnel must complete Portable Fire Extinguisher training and shall be required to fulfill the following duties during times that the structure is occupied. As outlined in IFC Section 403.12.1.2, Duties of the Fire Watch are to:
  - 1. Keep diligent watch for fires, obstructions to means of egress and other hazards.
  - 2. Take prompt measures for remediation of hazards and extinguishment of fires that occur.
  - 3. Take prompt measures to assist in the evacuation of the public from the structures.
- j. In addition, Fire Watch personnel must:
  - 1. Maintain a log, indicating date and times, of completed rounds;
  - 2. Continuously patrol the facility/event to detect early signs of fire;
  - 3. Notify the occupants of the facility/event of a fire, as well as the Fire Department;
  - 4. Assist occupants with the safe evacuation from the facility/event;
  - 5. Check all exit doors, exit access and corridors at the beginning, periodically, and at the end of the occupied period for proper operation and obstructions; and
  - 6. Be familiar with the facility/event and the procedures for notification of the occupants of an emergency within the facility/event.

Prohibited Activities:

- a. Contractor shall not allow any food to be served on the Leased Premises or Property. This shall not apply to the provision of water or allowing clients access to commercially pre-packaged, shelf-stable food items.
- b. There shall be no loitering on the property during non-operating hours.
- c. Contractor shall not allow clients to access the Leased Premises without a staff member present.
- d. There shall be zero tolerance for violent behavior
- e. Possession of weapons, illegal drugs, or alcohol are strictly prohibited
- f. Use of drugs or alcohol on any part of the Property or Leased Premises is strictly prohibited

Staff and Subcontractor Safety Training

Contractor shall ensure that staff and security subcontractor obtain regular training so staff and subcontractor are equipped with the necessary skills, knowledge, and professional competencies to effectively serve clients. At minimum, the following training shall be mandatory:

- a. Training regarding shelter policies and procedures
- b. Fire Watch and Fire Safety Training by City of Norman Fire Department Personnel or by third-party approved by City.
- c. Basic first aid training, which shall, at minimum, include cardiopulmonary resuscitation (CPR) and opioid overdose response.

Maximum Capacity:

The maximum capacity of available beds may not exceed 52 beds.



**LISTS OF EXHIBITS TO BE ADDED**

Exhibit B: Floorplan of Building showing Leased Premises

~~Exhibit C: Shelter Contractor's Required Policies and Procedures~~

Exhibit ~~D~~C: Program Budget

Exhibit ~~E~~D: Invoice Form

**Commented [AP5]:** Need to sit down with F&S and finalize

**Commented [AP6]:** On second thought, we don't need to attach this to the contract. We will still require everything to be reviewed first, just no need to attach.