

**SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER
SHELTER**

THIS AGREEMENT ("Agreement") is dated this 11th day of October 2022 by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and Food and Shelter, Inc., a not-for-profit corporation ("Contractor").

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

Service shall be provided during the winter season of 2022-2023 starting on November 1st, 2022 and ending on March 31st, 2022.

Section 3: Lease Agreement

The City is the owner of the property and improvements located at 109 W. Gray St, Norman, Cleveland County, Oklahoma, which property it has agreed to lease to Contractor for the use and operation of Shelter during the term stated in Section 2. Contractor may only use the portions of the property indicated on "Exhibit B1" and "Exhibit B2" attached herein ("**Leased Premises**"). In no event shall this structure be used for any purpose other than a low-barrier emergency shelter without the written consent of City.

3.1 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.

3.2 Maintenance.

Contractor will be solely responsible for all day-to-day upkeep of the Leased Premises, including maintenance of all plumbing units, pipes, and connections in good repair and free from obstruction. Subject to any provisions herein to the contrary, City shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The City shall keep the Leased Premises free of such defects, deficiencies, deviations during the term of this

agreement. Contractor shall notify City of any hazard, danger, or defect of the premises in writing immediately upon discovery.

3.3 Improvements.

Contractor may, at its sole expense, from time to time, redecorate 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 consent thereto of the City in writing. All fixtures, furniture (including bunk bed systems), equipment, improvements and appurtenances (**Leasehold Improvements**), whether or not by or at the expense of Contractor, shall be and remain a part of the Premises, shall be the property of City and shall not be removed by Contractor, unless City, by Notice to Contractor, elects to have Contractor remove any Leasehold Improvements installed by Contractor. In such case, Contractor, at Contractor's sole cost and expense and prior to the expiration of the Term, shall remove the Leasehold Improvements and repair any damage caused by such removal.

3.4 Utilities

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

Section 4: Responsibilities of Contractor

4.1 Meetings

Contractor shall meet Darrel Pyle, City Manager, or other 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, administered by the Homeless Alliance. Participation will include entering all data elements as required by HUD for an Emergency Service Grant activity and detailed in the "Data and Technical Standards Notice-OMB approved March 2010". A separate project shall be set up in HMIS for the Emergency Shelter and HMIS clients utilizing shelter services shall be entered and exited from said project each day. Contractor will also attend user group meetings and share appropriate client information as identified through share agreements.

Contractor shall furnish the following reports to City monthly in a PDF format, which are due prior to the 5th day of each month for the previous monthly period:

- [HMIS REPORT] ESG CAPER – parameters for the previous month with error rate of less than 5% in all categories
- [HMIS REPORT] Daily Unit Report for the previous month
- Monthly summary containing all incident reports from the previous month

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

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: Payment For Services

In consideration of the services provided by the Contractor in accordance with all terms, conditions and specifications set forth herein. City shall pay Contractor an initial amount of \$85,968.40 within ten (10) days of the effective date of this agreement. Thereafter, the City shall pay the Contractor four payments of \$54,832.40, due monthly upon the 10th day of each month with the first payment due on December 10, 2022 and the last payment being due on March 10, 2023. The City reserves the right to withhold payment if the City determines that the quality or quantity of the work performed is unacceptable. In no event shall the City's total fiscal obligation under this Agreement exceed Three Hundred and Five Thousand Two Hundred and Ninety Eight Dollars (\$305,298.00).

Section 7: Insurance

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.

Section 8: Indemnification

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 all Contractor shall bear the risk of loss for any property kept, installed, stored, or maintained in or upon the 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. The City may unilaterally terminate the agreement for any reason, with or without cause, by giving (30) days written notice from the City to the Contractor. 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 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.

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, 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. 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
Darrel Pyle
201 W. Gray St, Norman, OK 73069
Darrel.Pyle@NormanOK.gov
With CC to:
Anthony.Purinton@NormanOK.gov

To CONTRACTOR:

Food & Shelter, Inc.
April Doshier
201 Reed Ave, Norman OK 73071
april@foodandshelterinc.org

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 ___th day of _____, 2022.

The City of Norman
(City)

Signature *[Handwritten Signature]*

Name Larry Heikkila

Title Mayor

Date 10/11/22

Attest:

[Handwritten Signature]
City Clerk (Deputy)

Food & Shelter, Inc.
(CONTRACTOR)

Signature *[Handwritten Signature]*

Name Michael W. Ridgeway

Title President of the Board

Date 10/05/2022

Attest:

[Handwritten Signature]
Corporate Secretary

APPROVED as to form and legality this 10 day of October, 2022.



[Handwritten Signature]
CITY ATTORNEY