

**AMENDMENT NO. 2 TO THE OPERATION AGREEMENT
FOR CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS BUSINESS SUPPORT PROGRAMS**

THIS AMENDMENT NO. 2 to the Operation Agreement ("Amendment No. 2") is entered into this 31ST day of DECEMBER 2024, between The City of Oklahoma City ("the City") and the Alliance for Economic Development of Oklahoma City, Inc. ("the Alliance") for operation and program services related to the City's Coronavirus State and Local Fiscal Recovery Business Support Programs.

WITNESSETH:

WHEREAS, The City of Oklahoma City has received \$122,507,590 from the Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds) provided pursuant to American Rescue Plan Act (ARPA); and

WHEREAS, on September 14, 2021, City Council approved the Coronavirus State and Local Fiscal Recovery Funds Plan ("the Plan") and the category allocations contained therein; and

WHEREAS, the Plan provides for the use of Fiscal Recovery Funds for programs and projects to directly address the negative economic impacts caused by COVID-19 in the areas of housing, small businesses, non-profits, individual job training, and tourism recovery; and

WHEREAS, on February 15, 2022, the City and the Alliance entered into the Operation Agreement for Coronavirus State and Local Fiscal Recovery Funds Business Support Programs ("Agreement"), which was amended on June 4, 2024 (Amendment No. 1); and

WHEREAS, the Agreement provides for the Alliance as a vendor to provide services to manage and operate the Fiscal Recovery Funds Business Support Program which provides assistance in the areas of job training and placement, small business technical assistance and retrofits, minority business assistance, and non-profit assistance; and

WHEREAS, it is the parties' desire to reallocate amounts between program subcategories to reflect updated projections expenditures, to further provide for the expenditure of APRA interest earnings, and to provide for the expenditure of other additional funds.

NOW THEREFORE, for and in consideration of the mutual promises herein expressed, the City and the Alliance agree to the following amendments with additions underlined and deletions as strike-throughs, provided that all other terms and conditions not explicitly listed shall continue in full force and effect, to wit:

A. Amend and replace Section 1.4, Payment of Fiscal Recovery Funds as provided below:

1.4 Payment of Fiscal Recovery Funds. *The total amount of Fiscal Recovery Funds that may be used for Business Support Program projects shall not exceed Twenty Million, Four Hundred Forty-six Thousand and Five Hundred Dollars (\$20,446,500). Inclusive of the additional funding sources addressed in Sections 1.6 and 1.7, the The following are the estimated amounts for each subcategory but these amounts are authorized to change up to twenty percent (20%) from the estimated amounts by written approval of the City Manager or his designee. Subcategory changes of more than twenty percent are only authorized through written amendment of this Agreement.*

| | | |
|------------------------------------------------------------------|--------------|--------------|
| Job Training/Upskilling Workforce Development | \$4,000,000 | \$3,228,671 |
| Minority/Disadvantaged Business Support and Technical Assistance | \$4,000,000 | \$3,873,890 |
| Small Business/Non-Profit Support | \$12,446,500 | \$14,572,043 |

Payment of Fiscal Recovery Funds under any project/program must meet the eligibility requirements and limitations provided above and must be approved in writing by the City Manager or his designee prior to payment. Upon approval of a project/program as provided for in Section 1.2, the City shall transfer the approved budget amount of funds to Alliance, who will cut the individual payments to vendors, persons or entities after approval of the individual payment by the City.

B. Amend and Replace Section 1.6 Receipt and Custody of Fiscal Recovery Funds as provided below:

1.6 Receipt and Custody of Fiscal Recovery Funds. *Upon approval of a program/project per Section 1.2 and receipt of Fiscal Recovery Funds from the City in the budgeted program/project amount, the Alliance shall deposit the Funds in an account until such time as payments to individuals/entities are approved by the City. Such account may be an interest-bearing account and the earned interest may be spent on management fees paid in accordance Sections 2.1 and 2.2, and for projects which benefit the City which have been approved in writing by the City Manager or his designee. Expenditures shall be deemed to be projects which benefit the City if such expenditures fit within one of the subcategories listed in Sections 1.1 and 1.4 herein. The use of interest funds is not required to comply with the Eligibility Requirements provided herein or ARPA regulations, and is not subject to the total dollar limitation specified in Sections 1.1 and 1.4.*

C. Amend Article I to add Section 1.7 Use of Additional Public Funds as provided below:

1.7 Use of Additional Public Funds. *In the event an allocation of additional funds is approved via a joint resolution of the City of Oklahoma City ("City") and the Oklahoma City Economic Development Trust ("OCEDT") consisting of funds from the General*

Obligation Limited Tax ("GOLT") bond funds and "Other Economic Development Funds" in an amount not to exceed \$750,000 (the "Additional Funds"), the City shall cause such Additional Funds to be paid to the Alliance within 30 calendar days or as soon thereafter as practicable. The Alliance shall deposit the Funds in an account until such time as payments to individuals/entities are approved by the City. Such account may be an interest-bearing account and the earned interest may be spent in accordance with this Section. The Additional Funds shall be used exclusively to serve eligible and qualified applications as of the date of this Amendment No. 2 for approved façade and storefront improvement programs under the Small Business/Non-Profit Support subcategory set forth in this agreement. The Alliance shall return the unexpended balance of the Additional Funds, including all unexpended interest earnings, and provide a full accounting therefore, no later than May 1, 2025.

IN WITNESS WHEREOF, the Parties adopt and approve this Agreement.

Approved this ____ day of December 2024.

THE ALLIANCE FOR ECONOMIC
DEVELOPMENT OF OKLAHOMA
CITY, INC.


Kenton Tsoodle, President

APPROVED by the Council and signed by the Mayor of the City of Oklahoma City, Oklahoma, this 31ST day of December, 2024.

ATTEST:

Amy K Simpson
City Clerk



David Holt

REVIEWED for form and legality.

Amy Douglas
Assistant/Deputy Municipal Counselor