

GRANT AGREEMENT

Founded by Edith Kinney Gaylord in 1982, Inasmuch Foundation supports charitable causes that enhance the progress and quality of life for all Oklahomans, particularly the most vulnerable children and families. Today, the foundation continues Edith's rich legacy, connecting the community for good by championing journalism, education, human services, and community-focused initiatives. To learn more about Edith, visit our [website](#).

Inasmuch Foundation (the "Foundation") has awarded a grant to the recipient named below on the terms provided in this Grant Agreement.

1. Basic Terms.

Recipient: City of Oklahoma City

Recipient's Address: 200 N. Walker Ave
Oklahoma City, OK 73102

Recipient's Tax ID: 73-6005359

Approval Date: 08/04/2022

Amount of Grant: \$117,500.00

Purpose of Grant: Homeless System Transformation - Clutch Consulting Phase 2 (\$107,500) & Move-In Kits (\$10,000)

2. Grant. The Foundation has awarded a grant to Recipient for the purpose identified in Section 1 and in Recipient's grant application submitted to the Foundation, subject to the terms and conditions set forth in this Agreement. In accepting this grant, Recipient agrees to use the grant funds solely for the purpose described in this Agreement.

3. Payment. The Foundation will pay the amount of the grant to Recipient as follows:

Lump sum payment of \$117,500.00

4. Representations and Warranties. Recipient represents and warrants to, and covenants with, the Foundation as follows:

(a) Recipient is a unit of government that is exempt from federal income taxation under the Internal Revenue Code.

(b) Recipient shall not transfer or assign any of the funds provided by the Foundation to the Oklahoma City Community Foundation, nor shall Recipient deposit any of the funds provided by the Foundation in any account opened, maintained, controlled or held in the name of the Oklahoma City Community Foundation. Recipient shall not undertake efforts or transfer funds in an effort to circumvent this restriction.

(c) Recipient will immediately notify the Foundation of any change in the purpose of the grant or proposed use of any grant funds. Recipient shall not transfer or assign any of the funds provided by the Foundation without the prior written approval of the Foundation. Recipient will also immediately notify the Foundation if the proposed project for which the grant funds are intended is canceled, delayed, abandoned or discontinued.

(d) Recipient will not grant a security interest in or pledge any of the grant funds as collateral for loans, bonds or other indebtedness. Recipient will at all times maintain the grant funds free and clear from any and all liens, security interests and other encumbrances.

(e) Recipient will not use any of the grant funds to carry on propaganda or otherwise attempt to influence legislation; to engage in lobbying activity; to influence the outcome of a public election; to carry on a voter registration drive; or to finance any activity for any purpose other than a charitable purpose as defined in the Code.

(f) All information that Recipient submitted to the Foundation relating to the grant, whether in Recipient's grant application, in documents submitted in support of the grant application or otherwise (including all financial information, financial projections, descriptions of the proposed use of funds, project descriptions, available financing, and other information) is true and correct.

(g) If any of the representations and warranties become inaccurate in any way at any time prior to expenditure of the grant funds and Recipient's full performance of its responsibilities under this Agreement, Recipient will immediately notify the Foundation.

(h) Recipient did not, directly or indirectly, provide any goods or services to the Foundation or to any officer, director or advisory member of the Foundation as consideration for, or in exchange for the funds granted by the Foundation or as an inducement for the Foundation to provide funds to Recipient.

5. Reports. Recipient shall submit reports to the Foundation online through Foundant. The first report will be due 3 months after approval and a report will be due every 6 months thereafter until all funds have been expended. Recipients should access the follow-ups page for the most accurate deadlines. Reporting is outcome-based and

Recipient will be expected to provide evidence of results achieved. Recipient shall comply with other policies or procedures that the Foundation may establish for reporting.

6. Use of Name, Trademarks. Recipient may identify that the Foundation has awarded a grant to Recipient, the amount of the grant and the purpose of the grant. Recipient shall use the Foundation name, trademarks, service marks, logos, commercial symbols or other identification to identify the Foundation as a sponsor, donor, or contributor. Recipient shall comply with publicity policies established by the Foundation. Any right or permission that the Foundation gives to use its name or marks (including all art, plates, negatives or designs that the Foundation or any independent artist, lithographer, printer or other person may supply) shall automatically and immediately terminate upon notice by the Foundation.

7. Unused Funds. Recipient shall immediately return to the Foundation any grant funds that Recipient does not use within two years after receiving such funds. If Recipient requires additional time for application of the funds, Recipient may submit a written request to the Foundation explaining its need for additional time and requesting an extension of time. The Foundation may in its discretion permit an extension of time or may require a return of the funds.

8. Termination. The Foundation may terminate this Agreement immediately upon notice to Recipient if Recipient breaches any representation, warranty, covenant or condition in this Agreement. In the event the Foundation terminates this Agreement due to breach by Recipient, the Foundation may withhold any future advances of the grant, may require Recipient to repay any grant amounts previously paid, and may take such other action as the Foundation may consider appropriate.

9. Suspension. The Foundation may discontinue, defer or reschedule some or all payments under this Agreement or may suspend this grant, in its sole and absolute discretion, due to changes in economic or financial conditions or financial markets, force majeure or other circumstances beyond its reasonable control.

10. Books and Records. Recipient shall maintain accurate and complete records regarding the grant and the related project or program for a period of five years following the expenditure of the grant funds. The Foundation and its duly authorized representatives may inspect Recipient's books and records pertaining to the grant during normal business hours upon request.

11. Notices. Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or numbers set forth below the signatures of the parties.

12. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

13. Assignment. Recipient may not assign its rights nor delegate its duties under this Agreement without the prior written consent of the Foundation.

14. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors and permitted assigns.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

16. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.

FOUNDATION: INASMUCH FOUNDATION

By: 
Robert J. Ross, Chairman and CEO

Address: 210 Park Avenue, Suite 3150
Oklahoma City, OK 73102
Phone: 405-604-5292

RECIPIENT: City of Oklahoma City

By:  Date: 6/20/2023

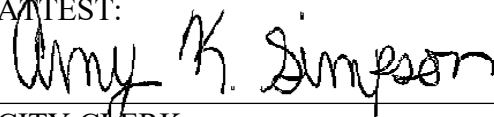
Organization: THE CITY OF OKLAHOMA CITY

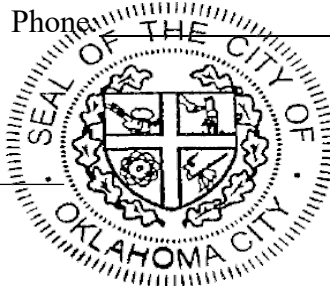
Title: MAYOR

Address:

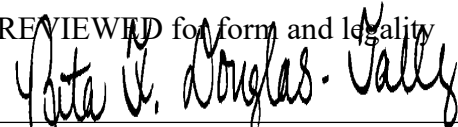
Phone:

ATTEST:


CITY CLERK



REVIEWED for form and legality


ASSISTANT MUNICIPAL COUNSELOR