

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH THE  
COMMUNITIES FOUNDATION OF OKLAHOMA FOR ADMINISTRATION OF THE  
EMERGENCY RENTAL ASSISTANCE PROGRAM FUNDED THROUGH THE  
AMERICAN RESCUE PLAN (“ERA 2”)**

This Amendment No. 1 dated June 21<sup>st</sup> 2022, is made between the City of Oklahoma City (“City”), and Communities Foundation of Oklahoma (“Contractor”) collectively the “Parties.”

**WHEREAS**, on March 11, 2021, due to the continuing COVID-19 pandemic, the federal government approved additional emergency rental assistance for persons facing imminent homelessness (“ERA 2”), through Section 3201 of Subtitle B of Title III of the American Rescue Plan Act of 2021 (“ARPA”); and

**WHEREAS**, the City was approved to receive \$15,559,933.50 in ERA 2 funds but the Department of the Treasury made initial payments of only 40% of that total award amount; and

**WHEREAS**, for Tranche 1, the City received \$6,223,973.40 and in order to administer those funds and the ERA 2 program, the City entered into a Professional Services Agreement on November 9, 2021 with the Contractor (the “Agreement”); and

**WHEREAS**, the City has met ARPA’s requirement to obligate at least 75% of the Tranche 1 funds and is therefore now eligible to receive the remainder of ERA 2 award funds in two payments (half of the remaining balance followed by the other half, which is two payments of \$4,667,980.05), subject to potential reductions resulting from the implementation of ARPA’s reallocation requirement; and

**WHEREAS**, the City desires to amend its Agreement with the Contractor to provide for continued administration of the rental assistance program with the first half of Tranche 2 funds, \$4,667,980.05.

**NOW THEREFORE**, it is mutually agreed by and between the Parties to amend the Agreement as follows:

All terms and provisions of the November 9, 2021 Agreement between the City and Contractor shall remain the same and in full force and effect except for the following amendments indicated by underlining and strike-throughs:

**2. COMPENSATION**

**Direct Costs:**

Contractor shall be compensated its direct costs. Direct costs may include salaries, wages and benefits of employees directly performing services related to the administration of the ERA 2 program; materials, supplies, printing, shipping, mailing; costs of contacting landlords and utilities/other service providers; and other costs incurred in the direct performance of administering

the ERA 2 program.

Indirect Costs:

Contractor may be compensated for its indirect costs in accordance with the Department of the Treasury's FAQ No. 29. Should Contractor invoice the City for indirect costs, it may do so only in accordance with the guidance from the Department of the Treasury and applicable federal statutes and regulations related thereto.

Total Costs:

The total amount of compensation for performance of all duties set forth in this Agreement shall not exceed ~~\$926,396.01~~ \$1,618,943.02. Contractor shall invoice the City for work performed/costs incurred and shall set forth on each invoice the number of hours spent administering the ERA 2 program including the rate of pay and number of hours worked per employee, costs of required mailings, materials, printing, etc., indicating the number of certified mailings for which the City is being charged and any other miscellaneous costs which shall be specifically itemized on each invoice.

3. **CONTRACTOR'S OBLIGATIONS**

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j.(v). Housing stability services that enable eligible households to maintain or obtain housing. Such services may include, among other things, eviction prevention and eviction diversion programs; mediation between landlords and tenants; housing counseling; fair housing counseling; housing navigators that help households access ERA programs or find housing; case management related to housing stability; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorney's fees related to eviction proceedings and maintaining housing stability; and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing. Not more than ~~\$529,037.74~~ \$995,835.75 may be used to provide case management and other services intended to help keep households stably housed.

**{Signature Page to Follow}**

APPROVED BY the Mayor and City Council of the City of Oklahoma City this 21st day of June, 2022.

The City of Oklahoma City

ATTEST

Amy K. Simpson  
City Clerk



[Signature]  
Vice Mayor

Reviewed as to form and legality.

[Signature]  
Assistant Municipal Counselor

CONTRACTOR

Communities Foundation of Oklahoma

By: [Signature]  
Teresa Rose, Executive Director

State of Oklahoma )  
                                  ) SS.  
County of Oklahoma )

This instrument was acknowledged before me on the 10 day of June, 2022, by Jane Trench as Notary public of State of Oklahoma

[Signature]  
Notary Public  
Commission No.: 21007856

My Commission expires: 06/11/2025

