

**AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT FOR
ADMINISTRATION OF THE EMERGENCY RENTAL ASSISTANCE PROGRAM
BETWEEN THE CITY OF OKLAHOMA CITY AND
COMMUNITIES FOUNDATION OF OKLAHOMA**

This Amendment dated December 6th, 2022, is made by and between the City of Oklahoma City ("City"), and Communities Foundation of Oklahoma ("Contractor") collectively the "Parties."

WHEREAS, the Parties entered into a Professional Services Agreement dated March 2, 2021 (the "Agreement") in which it was agreed that the Contractor would administer the Emergency Rental Assistance Program ("ERA 1") for the City from funding provided the City from the federal government pursuant to the Consolidated Appropriations Act, 2021 ("Act"); and

WHEREAS, after entering into the Agreement, three prior amendments were required to due to: changes in federal guidance, issues regarding use of accrued interest, and receipt of reallocated funds; and

WHEREAS, because of a demonstrated jurisdictional need from the Oklahoma City community and the proven capability of the Contractor to effectively deliver needed assistance, the Finance Department requested additional ERA 1 funds from the United States Department of the Treasury from funding reallocated from other jurisdictions; and

WHEREAS, on November 1, 2022, the City received notification from the Department of the Treasury that the City will receive an additional \$648,474.19 in reallocated ERA 1 funding; and

WHEREAS, in accordance with the Act, the ERA program allows 90% of these funds (\$583,626.77) to be provided to eligible households for rent and utility assistance and no more than 10% of the total award amount, including interest, for administrative costs.

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

All terms and provisions of the March 2, 2021 Agreement; September 14, 2021 Amendment No. 1; and January 18, 2022 Amendment No. 2; and August 2, 2022 Amendment No. 3 shall remain the same and in full force and effect except for the following amendments indicated by underlining and strike-throughs:

Section 1. TERM

This Agreement shall be in effect from the date approved by the City Council through ~~December 1, 2022~~ February 1, 2023, unless terminated earlier at the sole discretion of the City. However, Contractor shall not expend or obligate the initial allocation of ERA 1 funds beyond September 30, 2022. However, the deadline to obligate reallocated ERA 1 funds is December 29, 2022.

Section 2. ERA FUND DISBURSEMENT FOR PAYMENTS FOR ELIGIBLE HOUSEHOLDS

Upon execution of this Agreement, the City will disburse \$5,000,000 for immediate use by Contractor for payments on behalf of eligible households. These funds are not to be used for Contractor's expenses. Upon consultation with Contractor, the City Manager, or his/her designee, will determine how often and in what amounts further disbursements of ERA funds will be made to Contractor for payments for eligible households and will authorize such disbursements.

Upon execution of Amendment No. 2, the City will disburse all ERA 1 interest earnings to Contractor for payments on behalf of households eligible for emergency rental assistance pursuant to the provisions of the Consolidated Appropriations Act, 2021, with no more than 10% of said funds to be retained by Contractor for its documented administrative expenses.

Upon execution of Amendment No. 4, the City will disburse \$583,626.77 to Contractor for payments on behalf of households eligible for ERA 1 funds.

Section 3. COMPENSATION

- a. 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 program; materials, supplies, printing, shipping, mailing, costs of contacting landlords, and other costs incurred in the direct performance of administering the ERA program. The total amount of compensation for performance of all duties set forth in this Agreement shall not exceed ~~\$2,019,453.63~~ \$2,079,801.05 plus not more than 10% of the interest earnings. 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 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 direct costs which shall be specifically itemized on each invoice. Contractor may be compensated 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 the applicable federal statutes and regulations related thereto.
- b. ~~Contractor shall be paid \$500,000 upon execution of this Agreement which may be used for direct start-up costs for administering the ERA program. As expenditures are made using these advanced funds, Contractor shall provide documentation to the City showing what costs were paid for with the funds. Some costs will have already been incurred by Contractor prior to execution of this Agreement for the reason that the City desires that the ERA program be ready for full implementation no later than March 15, 2021. These costs shall be reimbursed using the \$500,000 payment made upon execution of the Agreement and Contractor shall provide documentation of such costs.~~

- b. Contractor is authorized to retain not more than 10% of the interest earnings for its administrative costs and shall submit a detailed monthly accounting to the City setting forth the work it has performed and costs it has incurred. The accounting shall include all information that would have been required for an invoice pursuant to subsection (a) of this Section 3.

Section 4. CONTRACTOR'S OBLIGATIONS

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- o. Contractor shall adhere to the U.S. Department of the Treasury's Emergency Rental Assistance (ERA 1): Closeout Resource issued September 16, 2022, regarding closeout of ERA 1 awards.

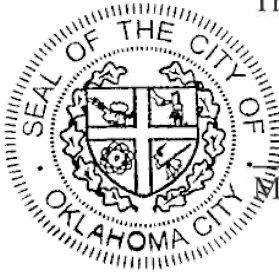
{Signature Page to Follow}

APPROVED BY the Mayor and City Council of the City of Oklahoma City this 6th day of
December, 2022.

The City of Oklahoma City

ATTEST

Amy K. Simpson
City Clerk



David Holt
Mayor

Reviewed as to form and legality.

Laura K. McDevitt
Deputy or Assistant Municipal Counselor

Communities Foundation of Oklahoma

By: Teresa Rose
Teresa Rose, Executive Director