



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, October 01, 2024 at 5:30 PM

AGENDA

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please call 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

AGENDA ITEMS

1. DISCUSSION REGARDING THE CONTRACT WITH FOOD AND SHELTER FOR THE EMERGENCY SHELTER.
2. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, UNDER TITLE 25 § 307(B)(4) TO DISCUSS POSSIBLE LITIGATION REGARDING THE CONSTRUCTION OF THE NORMAN CENTRAL LIBRARY.

ADJOURNMENT

City of Norman
Contract K-2425-XX

SERVICE AND LEASE AGREEMENT FOR THE OPERATION OF AN EMERGENCY OVERNIGHT SHELTER

THIS AGREEMENT (“**Agreement**”) is dated this ____ day of _____ 2024 (the “**Effective Date**”) by and between the City of Norman, Oklahoma, a municipal corporation (“**City**”), and Food and Shelter, Inc., a not-for-profit corporation (“**Contractor**”).

WHEREAS, the Parties entered into that certain SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER SHELTER, dated as of October 11th, 2022, for the purposes of providing the operation of a low-barrier emergency shelter (the "**Original Agreement**");

WHEREAS, the Parties entered into that certain First Amendment to SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER SHELTER, dated as of March 28th, 2023 (the "**First Amendment**");

WHEREAS, the Parties entered into that certain Second Amendment to SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER SHELTER, dated as of June 27th, 2023 (the "**Second Amendment**");

WHEREAS, the Parties desire to replace and supersede the Original Agreement in its entirety; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

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

Subject to appropriation of sufficient funding by the Norman City Council, the services described in this Agreement shall be provided for a period of six (6) months, beginning from October 1st, 2024 and ending on March 31, 2025; however, prior to the end of the initial six-month period, the City shall have the ability to extend this Agreement, on a month-to-month basis, for up to an additional six (6) months (“**Term**”). However, this Agreement may be terminated at any point during the Term specified in this section as provided in *Section 9: Termination*.

Commented [AP1]: Term subject to change based on approval date. If possible, we would like to shoot for approval on Sept. 24th.

City of Norman
Contract K-2425-XX

Section 3: Lease Agreement

3.1 Leased Premises.

City, owning certain real property located at 109 W. Gray St, Norman, Cleveland County, Oklahoma (the “**Property**”), leases to Contractor portions of the buildings located on the Property as more specifically shown in “**Exhibit B1**” and “**Exhibit B2**” (“**Leased Premises**”) for the term stated in Section 2 of this Agreement.

3.2. Acceptance of Premises.

Contractor acknowledges that neither City nor any representative of City has made any representation or warranty with respect to the Property, the Leased Premises, or the suitability or fitness of either for any purpose.

3.3 Uses.

Contractor shall use the Leased Premises only for the purposes of operating a low-barrier emergency shelter in accordance with the terms of this Agreement, and for no other use whatsoever. Contractor shall not do or permit anything to be done in or about the Leased Premises which will in any way interfere with the City’s use of the Premises, or use or allow the Leased Premises to be used for any unlawful purpose. Contractor shall comply at its expense with all present and future laws, ordinances, and requirements of all governmental authorities that pertain to Contractor or its use of the Leased Premises.

3.4 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.

3.5 Maintenance.

Subject to any provisions herein to the contrary, City shall only be required to repair defects, deficiencies, deviations or failures of materials or workmanship to the extent necessary to keep the building in the same condition as it exists on the Effective Date of this Agreement. City shall not be responsible to repair any defects, deficient, deviations or failures of materials or workmanship that are the fault of the Contractor, its employees, agents, subcontractors or shelter clients. City may, to the extent authorized by law, withhold any payments due to Contractor pursuant to this Agreement for the purpose of set-off for any damages attributable to Contractor. Contractor shall notify City of any hazard, danger, or defect of the premises in writing immediately upon discovery. Contractor agrees to keep, repair, and maintain all plumbing units, pipes, and connections in good repair and free from obstruction.

3.6 Improvements.

City of Norman
Contract K-2425-XX

Contractor may, at its sole expense, make non-permanent improvements to 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 written consent of the City Manager or designee. All fixtures, furniture (including bunk bed systems and mattresses), equipment, improvements and appurtenances (“**Leasehold Improvements**”), whether or not by or at the sole expense of Contractor, shall be and remain a part of the Leased Premises, shall be the property of City, and shall not be removed by Contractor without the written consent of the City Manager or designee. Contractor agrees, upon request of the City, to remove any Leasehold Improvements at Contractor’s sole cost and expense.

3.7 Utilities

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

3.8 City’s right to enter.

City reserves the right to enter and inspect the Leased Premises at any time, with or without notice to Contractor, for any reason. Both Parties shall have keys to the entrances and exits and all locking doors within the Leased Premises.

3.9 Contractor’s Personal Property.

Contractor shall be responsible for all personal property, equipment or fixtures placed in or on the premises by Contractor or its agents, employees, invitees, or clients.

3.10 Asbestos.

Contractor is aware of the presence of friable asbestos in the Leased Premises. Contractor acknowledges receipt of City’s Asbestos Inspection Report dated November 7, 2023. Contractor agrees to not engage in any activity that would disturb any of the friable asbestos identified the report.

Section 4: Responsibilities of Contractor

4.1 Meetings

Contractor shall meet with 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 (“**HMIS**”), administered by the Homeless Alliance. Participation will include entering all data elements as required by United States Department of Housing and Urban Development (“**HUD**”) for an Emergency Solutions Grant activity and detailed in the “Data and Technical Standards Notice-OMB approved March 2010”. Contractor will also attend user group meetings and share appropriate client information as identified through share agreements.

City of Norman
Contract K-2425-XX

A separate project shall be set up in HMIS for the Emergency Shelter. HMIS clients utilizing shelter services shall be entered and exited from said project each day, including clients staying multiple days or who have reserved beds pursuant to Contractor's Reserved Bed Policy.

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

- a. [HMIS REPORT] ESG CAPER – parameters for the previous month with error rate of less than 5% in all categories
- b. [HMIS REPORT] Daily Unit Report for the previous month
- c. Monthly summary of number of individuals served
- d. Monthly summary of individuals who, on a daily basis, were turned away or denied service and the reason thereof
- e. Incident reports
- f. Housing report, containing the following information and data for each individual that reported to be housed:
 - o HMIS Number of the individual
 - o Date the individual was housed
 - o The number of days the client stayed at the Emergency Shelter in the one-year prior to obtaining housing and the late date the individual stayed at the Emergency Shelter
 - o Housing Type obtained by the individual
 - Long-term care facility or nursing home
 - Hospital or other residential non -psychiatric medical facility
 - Psychiatric hospital or other psychiatric facility
 - Substance abuse treatment facility or detox center
 - Rental by client, with RRH or equivalent subsidy, designate length of assistance (start up only, 6 month's rent, etc.)
 - Rental by client, with HCV voucher (tenant or project based)
 - Rental by Client with CoC Permanent Supportive Housing Project subsidy
 - Rental by client in public housing unit
 - Rental by client, no ongoing housing subsidy
 - Transitional housing for homeless persons (McKown Village)
 - Staying or living with friends or family, temporary tenure (e.g., room, apartment or house)
 - Staying or living with friends or family, permanent tenure
 - Owned by client, no ongoing housing subsidy
 - Other _____
 - o Identifying the funding source or project used to house the individual, including all start-up costs and ongoing expenses, if any.
 - o Identifying if the client will be obtaining follow-up or continued housing case management, and if so, identifying the agency responsible for those services.

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

4.3 Staffing

City of Norman
Contract K-2425-XX

Contractor shall provide adequate staffing to ensure performance of all services outlined in this Agreement and its exhibits. Contractor shall ensure that staffing levels are maintained to minimize overtime hours worked by employees and overtime should be utilized only when absolutely necessary to meet Contractor's operational needs.

4.4 Security Sub-Contractor

Contractor shall obtain a security subcontractor that is licensed as a Security Agency by the State of Oklahoma, subject to the prior approval of the selected subcontractor by City. At least one qualified security guard employed by Contractor's security subcontractor shall be on-site during all hours of operation. Contractor shall immediately notify City Manager or designee at least thirty (30) days in advance of any change of security subcontractor. The Contractor's security subcontractor shall be responsible for providing security services as described in Exhibit A.

4.5 Required Policies and Procedures

Contractor shall, at a minimum, develop and maintain policies and procedures that address all of the following aspects of the shelter's operation, ~~which are attached hereto as "Exhibit C":~~

- a. Security and safety policy;
- b. Disaster response and recovery plan, including provisions for tiered responses concomitant to the level of disaster. Plans must include provisions for evacuation, business resumption and periodic testing of procedures and emergency equipment;
- c. Storage and use of toxic substances plan;
- d. Shelters' housekeeping and maintenance functions;
- e. Pest control prevention and mitigation;
- f. Storage of personal property;
- g. Policies for Bars and bans;
- h. Development of written standards for the administration of medication or provision of access to stored medication (if applicable);
- i. Volunteer policies, for both individual and agency partner volunteers;
- j. Personnel policies, which shall include provisions relating to drug screening and background checks for employees; and
- k. Reserved bed policy.

Commented [AP2]: We don't see the need to attach this to the contract. Could cause confusion, as the policies will be changed from time-to-time.

Contractor shall provide City Manager or designee with a copy of said policies and procedures upon execution of this Agreement. Contractor shall provide all services in accordance with Contractor's adopted policies and procedures. Contractor shall review all policies and procedures relating to the shelter's operation quarterly, at minimum. Subject to review and approval by the City Manager or designee, Contractor may adopt new or amend existing policies and procedures. Contractor shall immediately provide to City Manager or designee all proposed new and/or updated policies and procedures. Within ten (10) days of receipt of Contractor's proposed policies, the City Manager or designee shall have the authority to approve or deny any or all of Contractor's proposed additions or amendments.

City of Norman
Contract K-2425-XX

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: Compensation

6.1 Use of Funds Generally

Contractor shall use all funds provided pursuant to this Agreement to support only the services as described within this Agreement. Contractor shall provide services in accordance with the Program Budget as approved by City and attached hereto as "**Exhibit DC**".

6.2 Funding Subject to Appropriation

City's payment obligations under this Agreement are contingent upon sufficient allocation of funds for this purpose by City Council. If funding is withdrawn, reduced, suspended, or reallocated after the Effective Date of this Agreement and prior to normal completion, the City will notify the Contractor per Section 10.6. In such instances, the City may immediately terminate the Agreement or renegotiate the Agreement subject to those new funding limitations and conditions. If funding for this Agreement is eliminated on a temporary or permanent basis, for whatever reason, the City will not be responsible for providing any further payments to Contractor for any work performed after the receipt of the notification.

6.3 Program Budget

Contractor shall provide services in accordance with the Program Budget as approved by City and attached hereto as "**Exhibit DC**". City shall not reimburse any expenses exceeding the total amount of funding indicated in the Program Budget. Modifications to the Program Budget increasing the compensation shall be subject to approval of the City Manager or designee and subject to sufficient appropriation of funding by City Council. Contractor may, without the need for prior approval, make modifications to the Program Budget, of not more than 10% of the total budget amount cumulatively, in order to reallocate dollar amounts from one approved budget category to another approved budget category, provided there are no changes in project scope.

6.4 Reimbursement

Subject to appropriated funding and as set forth in the terms and conditions of this Agreement, City agrees to reimburse Contractor for costs actually incurred and paid by Contractor, except for any amounts disputed by City in good faith. Contractor is prohibited from submitting requests for payment in excess of actual requirements for carrying out the Scope of Work of this Agreement. Contractor shall monitor its monthly expenses and ensure those monthly expenses do not exceed

City of Norman
Contract K-2425-XX

the amounts indicated in the Program Budget. City may, to the extent authorized by law, withhold payments to Contractor for the purpose of set-off until the exact amount of damages due to City from Contractor is determined.

6.5 Request for Payment

Reimbursements shall be requested on the Payment Request (invoice) Form, which is attached to this Agreement as “**Exhibit ED**”. The City reserves the right to amend, delete, or add to the invoice form as it deems necessary. Any revisions or changes to the invoice will be provided to the Subrecipient in a timely manner. On or before the 10th day of each month, Contractor shall submit an invoice for all expenditures for services and costs as outlined in this Agreement that were incurred for the previous month of service. The City shall issue payment no later than twenty-five (25) working days after the receipt of complete and accurate billing information as determined by the City.

Invoice Forms shall be accompanied by documentation to support the amount of the request for reimbursement. The City shall not release payment until the Contractor provides all required documentation identified in this Agreement, including all reports required under Section 4. Submission of incomplete or inaccurate information on an invoice may delay the reimbursement process. Any delay in the reimbursement process resulting from incomplete or inaccurate information on an invoice will not be considered a breach of the Agreement.

6.6 Limitations on Expenditures

City shall not reimburse Contractor for expenditures incurred during the Agreement Term that are, at City’s sole discretion: (i) not reasonable and necessary to carry out the Scope of Services described in Exhibit A; (ii) not eligible expenses for this Project; (iii) not documented by contracts or other evidence of liability; or (iv) not incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. City shall not reimburse or otherwise compensate Contractor for any expenditures incurred or services provided prior to the Effective Date or following the expiration or termination of this Agreement. Ineligible expenditures include, but are not limited to, the following:

- a. Cost of client transportation to and from the shelter;
- b. Cost of food or meals for clients or employees of the shelter; or
- c. Overtime expenses of employees who have received regular hours working for Contractor for labor not related to this Agreement or Project. Overtime expenses of employees splitting regular hours between this Project and Contractor’s other operations unrelated to this Project may only be reimbursed up to an amount deemed reasonable by City, at its sole discretion.

If funds received by Contractor were expended improperly or if funds were received for an ineligible expense, then such payments to Contractor shall be subject to recoupment by City.

City of Norman
Contract K-2425-XX

If this Agreement is terminated, Contractor may not incur new obligations for the terminated portion of the Agreement after Contractor has received the notification of termination. Contractor must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed.

Section 7: Financial Accountability

7.1 Financial Management

Contractor shall maintain its fiscal books, records, documents, and other data in a manner consistent with relevant generally accepted accounting principles. Pursuant to this obligation, Contractor shall maintain an accounting system that, at a minimum:

- a. Allows Contractor to maintain their fiscal books, records, documents, and other data in a manner consistent with relevant generally accepted accounting principles
- b. Adequately and separately identifies all funding sources and all application of funds associated with providing services related to this Agreement, but not limited to, local, state, and federal grants, fees, donations, federal funds, and all other funds, public or private.
- c. Provides a means to gather fiscal data necessary to determine; a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.
- d. Allows Contractor to have on file appropriate support documentation for each expenditure related to this Agreement. Examples of such documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations. This obligation extends to any expenditures of Contractor relating to this Agreement, regardless of whether or not Contractor later seeks reimbursement for the expenditure.

Contractor shall administer funds received pursuant to this Agreement in accordance with all applicable local, state, and federal requirements. Contractor shall maintain detailed, itemized documentation and other necessary records of all payments and income received and expenses incurred pursuant to this Agreement. Contractor shall retain such records for at least one year beyond the expiration or termination of this Agreement.

7.2 Dedicated Bank Account

Contractor shall maintain a dedicated bank account that is used solely for Contractor's provision of services related to this Agreement. All expenditures and payments made pursuant to this Agreement shall be made from or deposited into said account, when possible.

7.3 Audit Rights

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 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,

City of Norman
Contract K-2425-XX

or papers of Contractor and the subcontractors of Contractor, for the purpose of making audit examinations of the Contractor's performance under this agreement. Contractor agrees to submit to and cooperate with City fully in all such efforts. Contractor also agrees to cooperate any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Any professional audit report conducted on behalf of the City shall be prepared by an independent third party auditor.

7.4 Improper Payments

Any item of expenditure by Contractor under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the City, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Contractor, shall become Contractor's liability, and shall be paid solely by Contractor, immediately upon notification of such, from funds other than those provided by City under this Agreement or any other agreements between City and Contractor. This provision shall survive the expiration or termination of this Agreement.

Section 8: Insurance and Indemnification

8.1 Insurance Required

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.

8.2 Indemnification of City

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 Contractor shall bear the risk of loss for any personal property kept, installed, stored, or maintained

City of Norman
Contract K-2425-XX

in or upon the Leased 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. Either party may unilaterally terminate the agreement for any reason, with or without cause, by giving (30) days written notice. 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 any of 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.

Contractor shall submit to City no later than thirty (30) calendar days after termination of this Agreement all financial, performance, and other reports as required by 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.

City of Norman
Contract K-2425-XX

This Agreement, along with any attachments and exhibits hereto, 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, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the effective date of this Agreement. 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
Shannon Stevenson, Assistant City Manager
201 W. Gray St, Norman, OK 73069
Shannon.Stevenson@NormanOK.gov
With CC to:
Anthony.Purinton@NormanOK.gov

To CONTRACTOR:

Food & Shelter, Inc.
April Doshier, Executive Director
201 Reed Ave, Norman OK 73071
april@foodandshelterinc.org
With CC to:

[Board President contact information]

Commented [AP3]: Please provide information or include changes.

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.

City of Norman
Contract K-2425-XX

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 ____ day of _____, 2024.

The City of Norman
(City)

Food & Shelter, Inc.
(CONTRACTOR)

Signature _____

Signature _____

Name _____

Food
Name _____

Title _____

Title _____

Date _____

Date _____

Attest:

Attest:

City Clerk

Corporate Secretary

APPROVED as to form and legality this ____ day of _____, 2024.

CITY ATTORNEY

Exhibit A

Program and Service Requirements

Intake and Admission

Eligibility

Shelter Clients must meet the following criteria prior to being eligible for shelter services:

- a. Must be experiencing homelessness
- b. Must be 18 years of age or older
- c. Must identify themselves by name and date of birth and, while not required, presentation of a valid form of identification is encouraged
- d. Must not be a registered sex-offender
- e. Sobriety is not required, but client must not exhibit disruptive behavior

Housing-First Model

Shelter services should reflect a housing-first model, which shall include recognition of the following principles:

- a. Access to a shelter is not contingent on sobriety, minimum income requirements, lack of a criminal record (other than sex-offender status), completion of treatment, participation in services, or other unnecessary conditions.
- b. Support services are available but are voluntary, client-driven, individualized, and flexible.
- c. Clients are not turned away because of a lack of income or the appearance of an unwillingness to participate in services or employment
- d. Services are informed by a harm-reduction philosophy that recognizes the realities of drug and alcohol addiction.
- e. Clients are engaged in non-judgmental communication regarding drug and alcohol use and are offered support regarding ways to minimize risky behaviors and engage in safer practices.

Intake and Exit Process

Contractor's staff shall perform the following basic functions upon client intake:

- a. Eligible clients are admitted on either a first-come, first-served basis or, if applicable, as set forth in Contractor's Reserved Bed Policy
- b. Clients are asked questions to gather basic information
- c. Clients meeting eligibility criteria admitted to the shelter are immediately checked-in to HMIS system
- d. Prior to closing each morning, HMIS clients who utilized shelter services shall be exited from the HMIS project, including clients staying multiple days or who have reserved beds pursuant to Contractor's Reserved Bed Policy

Hours of operation

The shelter shall be open to the public from 5:00pm – 7:00am. Contractor may, at its discretion, adjust the opening or closing time of the shelter by a maximum of one hour in the event of dangerous or inclement weather. Dangerous or inclement weather means the following:

- a. Outside temperatures fall below 20 degrees or wind chills below 10 degrees;
- b. Outside temperatures exceed 90 degrees;
- c. Presence of excessive or hazardous snow or ice;
- d. Rain; or
- e. An active hail or tornado warning.

All other extensions or adjustments to the Hours of Operation shall be made only upon written permission from the City Manager or designee.

Client Services

Contractor shall offer clients access to the following services, either directly or through collaboration with local agencies:

- a. Housing Assistance services
- b. Mental Health and Substance Abuse Resources
- c. Employment Resources

Janitorial Services

Contractor shall ensure the Leased Premises is cleaned per the following specifications:

- a. Daily organization of personal property of shelter clients stored on-site.
- b. Daily removal of waste and refuse, and replacement of trash liners as necessary.
- c. Daily mopping and sanitation with germicidal detergent of rest rooms.
- d. Floors swept or vacuumed
- e. Hard surface floors spot mopped daily and mopped at least once per week.
- f. Daily sanitation with germicidal detergent of surfaces in all common areas.
- g. Soap and paper products furnished in all rest rooms and break rooms at all times.
- h. Interior and exterior windows washed annually.

Minimum Security and Safety Measures

Contractor shall be responsible for ensuring the safety and well-being of clients and staff during operational hours. Services of Contractor shall, at a minimum, conform to the following minimum safety guidelines.

Security Subcontractor Duties

Contractor's security subcontractor shall, at a minimum, be responsible for the following security measures:

- a. Safety Screening: Conduct routine screening of shelter clients and their belongings to prevent prohibited items (e.g., weapons, alcohol, drugs) from entering the shelter. Subcontractor shall use metal detector equipment during this process.
- b. Patrols and Monitoring: Regular patrols of all areas within the shelter to deter and detect any suspicious activity.

Commented [AP4]: April provided some suggestions to this section previously, indicating that they would want staff to do some of this, rather than the security personnel. If so, please specifically set out which duties would be done by security vs. which are the responsibility of staff.

- c. Crowd Control: Manage and maintain order during peak entry and exit times to prevent congestion and potential conflicts.
- d. Incident Management: Develop and carry out Contractor's protocols for handling incidents such as disputes, medical emergencies, or behavioral issues among shelter clients.
- e. Fire Safety: Ensure compliance with fire safety regulations, including conducting fire watch patrols and regular drills to prepare staff and residents for emergencies.
- f. Perimeter Security: Secure the shelter's perimeter to prevent unauthorized access and ensure the safety of residents.
- g. Daily Logs: Maintain daily logs of security activities, including patrols, incidents, and any notable occurrences within the shelter.
- h. Incident reporting: Contractor's security subcontractor shall create and maintain detailed reports that document any incidents that occur. An incident is defined as any event or situation that deviates from normal shelter operations, compromises safety, requires a call for emergency services, or impacts the well-being of residents, staff, or property. Examples of incidents include, but are not limited to:
 1. Physical altercations or fights among residents.
 2. Medical emergencies.
 3. Threats or acts of violence.
 4. Property damage or theft.
 5. Policy violations.
 6. Fire alarms or other emergencies.

Incident reports shall contain, at minimum, the following information:

1. Date, time, and location of the incident.
2. HMIS number of any clients involved in the incident.
3. Description of what occurred, including any injuries or property damage.
4. All actions taken to address the incident.

Contractor shall provide City an incident report for any incident requiring a call for emergency services (e.g., fire department, police department, EMS, etc.) within twenty-four (24) hours of the incident occurring.

- i. Fire Watch: Contractor's security subcontractor shall maintain a Fire Watch to patrol the occupied structure. Fire Watch personnel must complete Portable Fire Extinguisher training and shall be required to fulfill the following duties during times that the structure is occupied. As outlined in IFC Section 403.12.1.2, Duties of the Fire Watch are to:
 1. Keep diligent watch for fires, obstructions to means of egress and other hazards.
 2. Take prompt measures for remediation of hazards and extinguishment of fires that occur.
 3. Take prompt measures to assist in the evacuation of the public from the structures.
- j. In addition, Fire Watch personnel must:
 1. Maintain a log, indicating date and times, of completed rounds;
 2. Continuously patrol the facility/event to detect early signs of fire;
 3. Notify the occupants of the facility/event of a fire, as well as the Fire Department;
 4. Assist occupants with the safe evacuation from the facility/event;
 5. Check all exit doors, exit access and corridors at the beginning, periodically, and at the end of the occupied period for proper operation and obstructions; and
 6. Be familiar with the facility/event and the procedures for notification of the occupants of an emergency within the facility/event.

Prohibited Activities:

- a. Contractor shall not allow any food to be served on the Leased Premises or Property. This shall not apply to the provision of water or allowing clients access to commercially pre-packaged, shelf-stable food items.
- b. There shall be no loitering on the property during non-operating hours.
- c. Contractor shall not allow clients to access the Leased Premises without a staff member present.
- d. There shall be zero tolerance for violent behavior
- e. Possession of weapons, illegal drugs, or alcohol are strictly prohibited
- f. Use of drugs or alcohol on any part of the Property or Leased Premises is strictly prohibited

Staff and Subcontractor Safety Training

Contractor shall ensure that staff and security subcontractor obtain regular training so staff and subcontractor are equipped with the necessary skills, knowledge, and professional competencies to effectively serve clients. At minimum, the following training shall be mandatory:

- a. Training regarding shelter policies and procedures
- b. Fire Watch and Fire Safety Training by City of Norman Fire Department Personnel or by third-party approved by City.
- c. Basic first aid training, which shall, at minimum, include cardiopulmonary resuscitation (CPR) and opioid overdose response.

Maximum Capacity:

The maximum capacity of available beds may not exceed 52 beds.

LISTS OF EXHIBITS TO BE ADDED

Exhibit B: Floorplan of Building showing Leased Premises

~~Exhibit C: Shelter Contractor's Required Policies and Procedures~~

Exhibit ~~D~~C: Program Budget

Exhibit ~~E~~D: Invoice Form

Commented [AP5]: Need to sit down with F&S and finalize

Commented [AP6]: On second thought, we don't need to attach this to the contract. We will still require everything to be reviewed first, just no need to attach.

**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]*

Food
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

AMENDMENT TO SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER SHELTER

This Amendment made and entered into this 28th day of MARCH, 2023, by and between the City of Norman, Oklahoma, a municipal corporation (“City”), and Food and Shelter, Inc., a not-for-profit corporation (“Contractor”).

WITNESSETH:

WHEREAS, the City and the Contractor entered into a contract K-2223-56 on October 11, 2022 entitled:

SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER SHELTER

WHEREAS, upon consensus from both parties, it was determined that services provided by Contractor as described in the original agreement should continue for at least an additional three (3) months.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

I. Replace Section 2. **Term** to read as follows:

Service shall be provided starting on November 1st, 2022 and ending on June 30th, 2023.

II. Replace Section 6. **Payment for Services** to read as follows:

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 seven (7) 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 June 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.

Amendment No. One to Contract K-2223-56

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Contractor that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, THE CITY OF NORMAN and FOOD & SHELTER, INC. have executed this AGREEMENT.

DATED this 28 this day of March, 2023.

The City of Norman
(CITY)

Food & Shelter, Inc.
(CONTRACTOR)

Signature [Handwritten Signature]

Signature [Handwritten Signature]

Name Larry Heikkila

Name Angela Atkins

Title Mayor

Title Vice President

Date 3/28/23

Date 3-15-2023

Attest:

Attest:

[Handwritten Signature]

[Handwritten Signature]

Deputy City Clerk

Corporate Secretary

APPROVED as to form and legality this 27 day of March, 2023.



[Handwritten Signature]
CITY ATTORNEY

City of Norman
Contract K-2223-56 Amend. 2

**AMENDMENT NO. TWO TO SERVICE AND LEASE AGREEMENT FOR 2022-23
EMERGENCY WINTER SHELTER**

This Amendment No. Two is between the City of Norman, Oklahoma, a municipal corporation (“City”), and Food and Shelter, Inc., a not-for-profit corporation (“Contractor”).

WITNESSETH:

WHEREAS, the City and the Contractor entered into a contract K-2223-56 on October 11, 2022 entitled:

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

WHEREAS, upon consensus from both parties, Amendment No. One was executed March 28, 2023, which extended the original agreement for an additional three (3) months past the original term.

WHEREAS, upon consensus from both parties, it was determined that services provided by Contractor as described in the original agreement should again continue for at least an additional three (3) months.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

I. Replace Section 2. **Term** to read as follows:

Service shall be provided starting on July 1, 2023 on a month-to-month basis.

II. Replace Section 6. **Payment for Services** to read as follows:

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 payments of \$54,832.40, due monthly upon the 10th day of each month. The City reserves the right to withhold payment if the City determines that the quality or quantity of the work performed is unacceptable.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Contractor that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, THE CITY OF NORMAN and FOOD & SHELTER, INC. have executed this AGREEMENT.

DATED this 27th day of June, 2023.

The City of Norman
(CITY)
Signature [Signature]
Name Larry Heikkila
Title Mayor
Date 6-27-2023

Food & Shelter, Inc.
(CONTRACTOR)
Signature [Signature]
Name Adam Clifton
Title Board President
Date 7/5/23

Attest:
[Signature]
City Clerk

Attest:
[Signature]
Corporate Secretary

APPROVED as to form and legality this 27th day of June, 2023.

[Signature]
CITY ATTORNEY



RENAISSANCE LEGAL
SOLUTIONS, PLLC

1435 N. ROCKWELL AVE.,
OKLAHOMA CITY, OK 73127

(405) 247-0647 (405) 561-4093
RLSLAWYER.COM

FELINA N. RIVERA
MANAGING PARTNER
FELINA@RLSLAWYER.COM

Item 1.

July 1, 2024

**SENT VIA FIRST CLASS MAIL
AND EMAIL TO**

City Manager's Office
Darrel Pyle
201 W. Gray St.
Norman, OK 73069
Darrel.Pyle@NormanOK.gov
cc Anthony.Purinton@NormanOK.gov

CONFIDENTIAL SETTLEMENT COMMUNICATIONS

RE: Letter of Representation and Demand for Retraction and Correction

Dear City Manager and City Attorney,

REPRESENTATION

Renaissance Legal Solutions, PLLC (RLS) represents Food & Shelter, Inc. (hereinafter F&S) with respect to Contract (K-2223-56) (hereinafter the "Contract") for the operation of the low-barrier emergency shelter known as "A Friend's House" (AFH). RLS also represents F&S with respect to renegotiations of the Contract between F&S and the City of Norman, as well as regarding the investigation and potential claims for defamation F&S has related to the audit conducted by the City of Norman Auditor, Shaakira Calnick. Please direct all communications intended for F&S to our attention, and please immediately refrain and cease any further direct communications with F&S.

AFH BACKGROUND

F&S is a 501(c)3 non-profit and has been in operation for more than 40 years providing services to individuals experiencing and struggling with homelessness, hunger and poverty. F&S is governed by a Board of Directors. F&S leadership graduated from the Oklahoma Center for Non-Profits Standards of Excellence Program and trained in best practices for operating non-profits. The F&S operational policies were developed and reviewed by the Oklahoma Center for Non-Profits and have been audited by investors and third-party accounting firms for decades.

Like most small non-profit businesses providing services to municipalities and governments to help society's marginalized community, F&S's operational budget does not allow for an in-house accountant. Bookkeeping tasks and duties are the responsibility of one and one-half full time equivalent employees, with oversight and management by the Executive Director.

AFH has adopted vetted controls to ensure donor and tax payor dollars are spent in accordance with the Contract and the responsibilities and duties of F&S. For example, all expenses are reviewed weekly. Expenses are initially reviewed and approved by the Executive Director, and finally reviewed and approved by a member of the Executive Committee of the F&S Board of Directors. All payroll and human resource duties are outsourced to a third-party company and NOT handled by F&S.

HISTORY

As you are aware, F&S was awarded the Contract to operate a low-barrier emergency shelter in Norman offering services and shelter to individuals experiencing homelessness in Norman. “Low barrier” shelters, by their very design, are intended to minimize obstacles that often prevent people from accessing shelter services. Key characteristics of “low barrier” shelters are (1) minimal requirements for entry; (2) harm reduction approaches; (3) inclusive environments and language; (4) flexibility; and (5) support services. The overall goal of a “low barrier” shelter is to provide immediate, accessible and safe shelter for people experiencing homelessness, regardless of their background and circumstances, thereby reducing the number of people sleeping on the sidewalks and streets or in other areas of the City of Norman.

In July 2022, F&S responded to a City of Norman Request for Proposal to operate a low barrier emergency shelter for people experiencing homelessness. In accordance with the Request for Proposal, F&S created a projected budget. The F&S projected budget offered estimations as to wages, vendors, operational expenses, and used, as guidance, the expenses of the prior shelter servicing the City of Norman. The estimated budget accompanied F&S’s response to the City’s Request for Proposal.

In September 2022, the City Council voted to accept F&S’s RFP to become the operator of the “low barrier” shelter. The contract was drafted by the City of Norman and was executed by our Board of Directors in October 2022. F&S opened AFH on November 1, 2022.

THE CONTRACT

At the time of execution, the Contract was originally intended to be temporary, limited to a temporary location for the winter of 2022-2023 and scheduled to expire at the end of March 2023. However, during that timeframe the Norman City Council expressed its desire to F&S to keep AFH open and subsequently extended the contract for 90 days with an option to renew for an additional 90 days. Ultimately, the City Council made the determination to revise the Contract to a month-to-month agreement with no expiration date. The City Council determined that the Contract would expire upon a vote of council.

The original Contract was signed on or around October 11, 2022 and the terms of the agreement have not changed since that time. Some of the most relevant terms of the Contract relate to reporting and require F&S’s agreement to participate in Service Point, Sharelink Homeless Management Information System (HMIS) administered by the Homeless Alliance, which therein also required F&S to include 1) all data elements as required by HUD for an Emergency Service Grant, 2) HMIS ESG Capex report “with error rate of less than 5% in all categories”, and 3) HMIS

Daily Unit Reports. Additionally, the City retained the right to monitor, inspect, audit, or review AFH's operations of the Emergency Shelter and review all records "for the purpose of making audit examinations of the Contractor's performance *"under this agreement."*

The contract also provided payment terms for the services F&S provided as the operator of AFH. No specification as to how the money for services was to be spent was identified anywhere in the Contract. However, the Executive Director provided estimated costs for expenditures to the City Manager, ensuring all money received was spent in benefit of the Emergency Shelter.

RECENT EVENTS

In December 2023, a person purporting to act on behalf of the City of Norman appeared at AFH unannounced while a custodial team was present and cleaning the building. The unannounced visitor asked a custodian on duty several questions the custodian could not answer, then promptly departed. The custodian on duty informed the F&S Executive Director of the unannounced visit and line of questioning. The Executive Director then contacted the Norman City Attorney's office who confirmed the person was likely the City Auditor, Shaakira Calnick.

On December 15, 2023, F&S Executive Director received a records request from the City Auditor via Norman City Attorney, Anthony Purinton, requesting the production of financial records related to AFH "for the purpose of reviewing and verifying compliance with contractual obligations and regulatory requirements." The request, addressed directly to F&S, then proceeded to ask for payroll records and IRS Form 990, but notably made no distinction between records for F&S generally, versus those specific to AFH. While the letter reiterated the production of the records requested was to "ensure transparency and compliance with our contractual and regulatory obligations," the production of sensitive payroll information was later used in an inappropriate manner.

In February 2024, Ms. Calnick requested an interview with F&S Executive Director, April Doshier. The interview occurred on March 8, 2024, and present were Ms. Doshier, Norman City Auditor, Shaakira Calnick, and Norman Assistant City Attorney, Anthony Purintan. During the interview, Ms. Calnick asked a series of prepared questions mostly related to the operations of the shelter. F&S was transparent in its responses and provided all information requested promptly. During the interview, no questions were asked regarding where funds paid for service of the Contract went nor any other questions related to the financial practices of F&S. However, Ms. Calnick did ask questions related to what she perceived as "unearned overtime" being paid to staff. Ms. Doshier clarified during the March 8, 2024 meeting that the "overtime" was actually "holiday pay" and explained that was how their third-party payroll company's process. The interview lasted approximately 45 minutes.

On April 15, 2024, F&S received a copy of the City Auditor's report dated April 11, 2024 (the "initial report"). The initial report, which was watermarked as "CONFIDENTIAL FINAL DRAFT" claimed to be a draft and was replete with erroneous information. F&S received the initial report approximately thirty minutes before a regular scheduled F&S board meeting, so copies were provided to the F&S Board Members. Michael Ridgeway, an attorney and former board chair, offered his response to the initial report, which was sent to the City Manager, City

Attorney, and City Auditor (the "F&S Response Letter"). See attached letter dated April 16, 2024. The original draft was reportedly to be shared with Finance Committee on April 18, 2024.

Immediately thereafter, F&S Executive Director contacted Norman City Council Member, Helen Grant, who then called a meeting on April 18, 2024 at Norman City Hall. Present were the Norman City Manager, City Auditor, City Attorney, and Council Members, Grant, Holman and Montoya. Present for F&S were the Executive Director, and Board Members, Adam Clinton and Trey Witzel. At this meeting, the initial report was extensively discussed, and it was at this time the City Auditor began referring to the "audit" of F&S as an "investigation," a fact that was never conveyed to F&S prior to the April 18 meeting. Had F&S known the agency was "under investigation" F&S would have hired counsel sooner.

During the April 18 meeting at City Hall in response to direct questions from Council Members, the City Auditor admitted she found no evidence of misused funds, no inappropriate spending and, in fact, admitted there existed a surplus of funds in the F&S accounts. The City Auditor acknowledged the draft language was likely to provoke public outcry and agreed to edit the language, stating that the final version "would look a lot different" than the initial report. The City Manager and City Attorney outwardly expressed and acknowledged that F&S would be given an opportunity to review the revised draft report and be afforded an opportunity to respond. No further communication was had between any party of the city.

On May 16, 2024, a copy of the City Auditor's revised report (which was erroneously not labeled as "confidential") was provided to the Finance Committee at Norman City Hall, to be presented in a full report to the Norman City Council at a study session on May 21, 2024. The F&S Executive Director requested a copy of the Auditor's report but was denied the same.

At the meeting held on May 21st, the City Auditor read what should have been a confidential revised report aloud, including personal, private and confidential employee information wholly unrelated to AFH, in open and publicly recorded session. Each Council Member was provided a copy of the report; however, the copies were collected at the conclusion of the meeting. Although members of F&S were present, they were denied an opportunity to respond in any way to the false oral report and were again declined copies of the revised report. Further, although provided in advance of the meeting to the City Manager and City Auditor, copies of the F&S Response Letter to the initial report were not provided to the Council Members at this meeting. The City Auditor's revised report offered knowingly false, biased and misleading information to the Council Members. Despite having acknowledged a month earlier that no malfeasance, missing funds, or inappropriate behavior was found, having reviewed no additional information, the City Auditor miraculously concludes malfeasance occurred and improperly and deceitfully misled the City Council Members into believing the same. Contrary to one of the fundamental rights afforded to people under both the Oklahoma and United States' Constitutions, F&S was denied any opportunity to respond and show proof of the Auditor's lies and deceit.

As a result of the May 21st Council Meeting and the inaccurate information presented therein being made public, F&S has experienced a public lashing which has included a particularly nasty personal character assassination of F&S Executive Directory, Ms. Doshier. The most egregious attacks on Ms. Doshier relate to the fact that her private salary **paid solely by F&S and**

embezzlement – a blatantly false characterization of a person who has transparently shown the City of Norman proof to the contrary.

The fallout from the City Auditor's attack on AFH and its Executive Director continues. AFH donors are declining further donations and Ms. Doshier continues to face public shaming online and questions of character in person. It is inconceivable why the City of Norman would allow such an attack on an organization that is selflessly serving a forgotten, downtrodden and marginalized segment of Norman's population. AFH provides a valuable service, not only to those experiencing homelessness, but also the City of Norman who desires to see people sleeping in beds and not on the streets.

AUDIT PRACTICES OF MS. CALNICK

As stated in the AFH Contract, as well as in the December 15, 2023 letter requesting financial information from F&S, the purpose of any report, audit, or financial information provided to the City of Norman should have been used for the sole purpose of ensuring compliance with the AFH Contract. Yet, after Ms. Doshier's private salary information was received by Ms. Calnick, it appears any concern regarding Contract compliance fell to the wayside.

F&S is highly experienced in dealing with and responding to audits from funders. When they are generally audited, usually more than just the Executive Director is involved in the response, yet with the City's Auditor, it was Ms. Doshier alone who was interviewed. Other audits of F&S ask for information related to who handles various tasks, who is the custodian of agency records and information, if a CPA is used to prepare payroll and tax reports, and what third-parties are utilized for record keeping and compliance. Ms. Calnick made no inquiry regarding any other staff or board member of F&S during her "investigation," oddly singling out Ms. Doshier's salary and perceived failures alone.

Additionally, if the purpose of the audit (turned investigation) was to confirm compliance with the Contract, why did Ms. Calnick not request or discuss any information that is submitted through HMIS Records and Reporting as the Contract requires? F&S is held to a high standard of having an error rate of "less than 5%" in its HMIS ESG CAPER Report, yet none of this information appeared to be of interest by Ms. Calnick as it was never mentioned in either version of her report. The odd nature of the audit begs the question who made the alleged "anonymous complaint" the City Auditor claims prompted the audit, and what exactly did the "anonymous complaint" say?

While City of Norman municipal code adopted by Ord. O-2122-45 authorizes the City Auditor to "serve at the pleasure of the City Council" and grants authority to the City Council to hire, suspend, and fire the City Auditor, this authority does not negate the City Manager's power to also remove or suspend "all heads of administrative departments and other administrative officers and employees of the city" if it is "for the good of the service" as outlined in Title 11 O.S. §10-113 relevant to Council-Manager forms of government. In fact, it is the statutory duty of the City Manager to "supervise and control all administrative departments, officers and agencies." Due to the backlash that has come from the City Auditor's negligent reporting of F&S and the AFH Contract, review and reprimand of Ms. Calnik is surely warranted by the City Manager.

NOT from AFH Contract funds was made public by Ms. Calnick at that meeting. While the purpose of the “audit” was alleged to be strictly related to F&S’s compliance with the terms of the Contract, the financial information specific to Ms. Doshier’s salary fell far outside this scope.

In the initial report (and only report to which F&S was allowed an opportunity to respond), Comment 17 addressed Ms. Doshier’s wages, as well as an alleged issue with overtime (see Comment 16 of the initial report). The F&S Response Letter made clear that Comments 16 and 17 from the initial report (which were renumbered as Comments 17 and 18 in the revised report) were an inaccurate reflection of facts. For instance, in response to Comment 16 of the initial report wherein Ms. Calnick states that overtime in the amount of \$46,897.42 was paid by F&S (presumably out of AHF funds), the F&S Response letter clarifies “instances of un-earned overtime are actual holiday pay which is required by policies and is standard payroll practices. The Paychex HR system places those hours in the overtime category on reports as opposed to calling them holiday pay. This was explained to the auditor during the interview with the Executive Director.” Despite this information being in Ms. Calnick’s possession, she proceeded to present the revised report indicating that F&S spent allocated AHF funds in the amount of \$50,208.33 in overtime. This is simply false and on May 21st, Ms. Calnick knew it to be false.

Additionally, in the initial report Ms. Calnick publishes (in what is watermarked as a “confidential final draft”) Ms. Doshier’s base salary in 2022 and 2023, then identifies what she refers to as additional “regular wages” as being received by Ms. Doshier. No distinction whatsoever is made between funds Ms. Doshier is paid for her work as Executive Director of F&S that stem solely from the private non-profit corporation, and funds paid to Ms. Doshier from the AFH Contract. Rather, the City Auditor convolutes all moneys paid to Ms. Doshier as somehow being relevant to the AFH Contract, inferring ill intent on the part of Ms. Doshier. She goes on to make a recommendation that payroll be conducted by a third-party company. Again, in the F&S Response Letter it is made clear to Ms. Calnick and the City Manager that 1) F&S already conducts payroll through a third-party company (Paychex), and 2) that “no shelter administrator was employed and no funding for an administrator was included in the temporary contract” and that the agency chose to share duties at AFH among existing staff so new AHF employees would have “someone experienced working alongside them each night.” The Response Letter further states that the hours worked by ANY staff (including Ms. Doshier) at AFH “were outside the normal job duties of each respective staff member and were compensated with an hourly wage like all staff members working at AFH. This included the hours worked by Executive Director April Doshier which were tracked in our payroll system and can be affirmed by our HR company and other members of our staff.” Despite this clarification, Ms. Calnick’s revised report read into public record states Ms. Doshier’s F&S salary, wholly ignoring the fact that **the total amount Ms. Doshier ever received from the AHS Contract funds totaled only \$6,646.74**. This gross misstatement of facts convoluting Ms. Doshier’s F&S *private* salary with the public funds paid to her from the AFH Contract has severely damaged the reputation of F&S, as well as Ms. Doshier’s personal character.

On June 10th, AFH received an email from KFOR, Oklahoma News Channel 4, asking for comment. AFH provided a written statement to KFOR, and KFOR aired a story that evening. The imagery in the story paints AFH Executive Director as a fraud and all but accuses her of

DEMAND FOR PUBLIC RETRACTION AND CORRECTION; REPRIMAND OF CITY AUDITOR

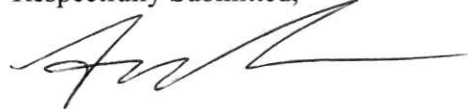
As such, F&S requests at this time that a review of the audit practices of Ms. Calnick be performed by the City Manager and that her role as City Auditor for the City of Norman be suspended until such time that an investigation into her motives and auditing practices can be reviewed. Further, F&S request that the City of Norman issue a public apology to F&S, and to Ms. Doshier directly, along with a corrective statement specifying that the report made public by Ms. Calnick on May 21, 2024 was an incorrect assessment of the audit findings and that no contract violations occurred. This statement should be released through the news media as well as via social media and be read at the next public city council meeting.

Should the City of Norman refuse to take these corrective actions meant to restore the good name of F&S and Ms. Doshier, counsel for F&S shall follow this letter with a detailed open records request pursuant to the Oklahoma Open Records Act found in 51 O.S. §24A.1 et al. for all information, communications, reports, investigations, and audits made in relation to the AFH Contract and of F&S specifically and will proceed with filing the claims F&S and Ms. Doshier have against Ms. Calnick in District Court.

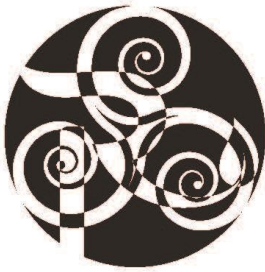
CONCLUSION

Although F&S has been damaged by the actions of Ms. Calnick, the altruistic heart of the organization continues to be dedicated to serving the unhoused population in the City of Norman. F&S wishes nothing more than to be restored in its reputation and to continue the good work of serving those in need. It is the deepest hope of the F&S Board that a resolution to these recent events can be reached that pleases all involved and F&S can continue to operate A Friend's House for the community it loves and serves. Please review the timeline of events carefully and consider the requests made by F&S to rectify the situation. Counsel will be happy to discuss alternative ideas for correcting the matter at the July 3rd meeting as well.

Respectfully Submitted,



Felina N. Rivera
Counsel for Food & Shelter, Inc.



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SOLUTIONS, PLLC

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Item 1.

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August 1, 2024

City of Norman
Attn: City Attorney's Office
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VIA ELECTRONIC MAIL:
Anthony.Purinton@NormanOK.gov

**CONFIDENTIAL: CONTAINS OFFERS OF COMPROMISE WHICH ARE
CONFIDENTIAL PURSUANT TO 12 OS § 2408**

RE: Second Demand for Retraction and Correction of Misstatements in the City Auditor's Report and Conditions Precedent for Execution of Renegotiated Contract (K-2223-56)

Mr. Purinton,

I am writing on behalf of Food & Shelter, dba F&S (F&S), to formally request the City of Norman to issue a letter of retraction and correction concerning the misstatements in the recent City Auditor's report, as a condition precedent to the continued negotiations of the Contract to provide a low-barrier emergency shelter. The problems and challenges created by the City Auditor's "draft" report are well-known and have been discussed between the parties since the Auditor's "draft" report was made public.

Candidly, the purpose for this request as a condition precedent is simple – the letter of retraction and correction from the City of Norman would show F&S and the citizens of Norman that the two parties have resolved their differences, finalized the audit, confirmed their contractual relationship moving forward, and are united in their efforts to serve ALL those who call Norman home.

In order to reinforce F&S's relationship with the City of Norman to provide emergency shelter services, F&S requires the City issue a letter retracting the report, closing the "investigation," and publicly showing support for F&S and its partnership with the City of Norman PRIOR TO executing the renegotiated contract. Included in the letter, should be the following topics:

1. Handling of the Auditor's Investigation and Report Release:

The letter should address the manner in which the auditor's investigation was handled and the subsequent release of the report neither aligning with F&S's expectations nor those

expectations of the City of Norman. We request an acknowledgment that future contract monitoring will be conducted by a third-party independent auditor, ensuring adherence to both the City's and the auditing profession's standards.

2. Findings of Misuse of Funds:

The audit of our contract conclusively found no breach, no evidence of misuse of money, missing funds, or illegal activity. We request a public acknowledgment of this finding to clarify any misconceptions that may have arisen from the report.

Further, the letter should address the inadvertent release of Ms. Doshier's salary publicly. A simple and truthful way in which to clear up the confusion created by the Auditor's over-generalized report is to simply state that (1) a mistake was made in releasing the salary, (2) the information released was incorrect and inflated because it included Ms. Doshier's salary for other work – not work solely related to F&S, and (3) apologizing for any negative impact releasing the misinformation had upon Ms. Doshier personally or F&S.

3. Concerns Regarding Shelter Operations:

While concerns about our shelter operations were submitted to the City Council, these were the opinions of the City Auditor and do not reflect standard practices or norms of shelter programs like F&S. Additionally, behavioral records from the Norman Police Department do not indicate any increase in criminal activity before or after implementing security measures. We request the letter include clarifications stating that the shelter operates professionally and safely and that the new contract includes responsibilities for both F&S and the City of Norman to ensure the shelter is operated safely and in a professional manner.

4. Initiation of the Audit Investigation:

The audit investigation was prompted by complaints from the Norman Downtowners Association to the City Manager, not due to any unsafe environment or lack of Fire Watch facilitated by Food and Shelter. We ask for a correction to the public record to accurately reflect the reason behind the audit initiation.

We believe that issuing a retraction and correcting these misstatements will help restore the public's trust in our organization and ensure that the community receives accurate information about the services we provide.

Again, to be candid and frank, F&S will NOT renegotiate the contract should a letter of retraction and clarification be refused by the City. We look forward to your prompt response and are available to discuss this matter further at your convenience.

Thank you for your time and attention. Should you have any questions or concerns, please do not hesitate to contact the undersigned.

For the Firm,

A handwritten signature in black ink, appearing to read 'Nathan D. Richter', with a long horizontal stroke extending to the right.

Nathan D. Richter
nathan@rlslawyer.com

NDR/ys

CC: Client



FOOD & SHELTER

September 5, 2024

To: City of Norman- Mayor, Council and Staff

From: Food and Shelter Board of Directors

The Board of Directors of Food and Shelter is tasked with considering all contract relationships for the organization and assessing the risk and benefit of the contract to the organization as a whole. As we consider the newly negotiated contract and operational policies of the overnight shelter called A Friend's House, we find it imperative to communicate the needs of the Board and reach an agreement on the management and finalization of the "City Auditor's Report" before the new contract language can be considered.

The Board of Directors requests a final summary report be released to the public by the City Manager's office or an office directed on his behalf to include the following:

1. A letter/statement of retraction and clarification to include:
 - a. No contract violations occurred by either party.
 - b. No evidence of malicious or intentionally mismanaged funds has been found and all discrepancies have been reconciled.
 - c. The operations of A Friend's House have been consistent with the practices of low barrier shelters in the region and any changes made to operational policies will be to clarify safety and operational policies already in place.
 - d. A mistake was made in releasing April Doshier's salary as it is not from city contract funds.
 - e. An apology for any negative impact releasing this misinformation has had upon Ms. Doshier personally or A Friend's House.
2. We believe it is in the best interest of Food and Shelter, the city and the shelter project that the allegations in the original report remain in draft form and the final report include only summary statements to prevent any further damage to our organization or the reputation of the shelter project.

The Board of Directors will not negotiate a new contract should these items be refused by the City.

Signed,

Adam Clinton, Board President



THE
SHARE
CENTER
AT FOOD & SHELTER



FOOD & SHELTER



Item 1.

City of Norman
201 W Gray Street
Norman, OK 73069

Shannon Stevenson
shannon.stevenson@normanok.gov

Darrel Pyle
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Anthony Purinton
anthony.purinton@normanok.gov

The City of Norman Staff,

On Monday night, September 16, 2024, The Food and Shelter Board of Directors voted to reject the contract presented by the City of Norman to manage A Friend's House.

The meeting we had on Friday, September 6, was tense and filled with varying opinions on how we should proceed. While there were some suggestions, we were not left with confidence in the City's willingness or ability to meet the requests that would allow us to manage A Friend's House and serve guests successfully. The revised contract micromanages our ability to make decisions with compassion and care. This conflicts with our philosophy as an organization.

In addition, we would like to add that throughout this process, the City's auditor has repeatedly used accusatory language in public forums, most recently at the Oversight Committee on Thursday, September 12. The auditor's continued hardline stance, micromanagement, and unwillingness to compromise or consider our organization's reputation are inappropriate. Third parties regularly audit us successfully and without issue. Our revenue is directly tied to our reputation, and being unjustly painted in a poor light presents too much risk for us to continue.

We believe in A Friend's House's work, and our staff has done a fantastic job with a challenging task. As such, we offer to continue operating the shelter while the City of Norman seeks another operator if you so choose.

Sincerely,

Adam Clinton, President of the Board,
On behalf of the Board of Directors