
MEMO

APPROVED
3/18/2024



DATE: March 13, 2024
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Ladonna Arce

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached sales agreement between the Board of County Commissioners of the County of Tulsa and Ladonna Arce, whereas Tulsa County is to purchase the below real property in the amount of \$82,546.58, as further described in the attached.

The North Half of the East Half (N½ E½) of Lot Two (2), Block Three (3), GLEN ACRES SUBDIVISION, Tulsa County, State of Oklahoma, according to the recorded Plat No. 225, Tax ID: 16250-92-05-00810

This agreement is respectfully submitted for your approval.

SUBMITTED FOR: The March 18, 2024 BOCC meeting agenda.

MME/llm

CMF# 20240406

CONTRACT

THIS AGREEMENT, by and between Ladonna Arce, a single person, herein called Seller(s), and the Board of County Commissioners of the County of Tulsa, OK, hereinafter called COUNTY,

WITNESSETH:

That for and in consideration of the sum of Eighty two thousand, five hundred, forty six & 58/100s DOLLARS (\$82,546.58) to be paid by County to the order of Seller(s) as hereinafter provided, the parties have agreed and hereby agree as follows:

1. **Sale.** Seller(s) agree to sell, transfer and convey to County by good and sufficient General Warranty Deed the following described property in Tulsa, Tulsa County, Oklahoma, to-wit:

SEE ATTACHED EXHIBIT "A"

together with all improvements thereon and hereditaments and appurtenances thereunto belonging, free and clear of all liens, mortgages, easements, assessments and encumbrances of every kind and character whatsoever, and to warrant the title to same, except easements and building restrictions of record.

2. **Title Examination.** The abstract has been updated and examined for merchantable title in the above premises, in Seller(s). If requirements are necessary, Seller(s) shall have ten (10) days thereafter within which to comply. The County shall have ten (10) days thereafter to examine and approve the sufficiency thereof. Upon approval of title by County, transaction shall be ready for closing and shall be set at a date mutually agreeable to both the Buyer and Seller.

3. **Closing.** At the time set for closing, Seller(s) shall execute, acknowledge and deliver to County a good and sufficient General Warranty Deed in statutory form, bearing requisite revenue stamps, transferring and conveying to County all of said property, free and clear of all taxes, liens and encumbrances. Concurrently with the delivery of said deed Seller(s) shall submit affidavit showing all lienable claims have been paid in full and that Seller(s) is in quiet, peaceable and undisputed possession of all said property. At the same time Seller(s) shall deliver to County quiet and peaceable possession of all said premises in as good condition as the same now are, reasonable wear and tear alone expected, and County shall thereupon pay to Seller(s) the purchase price above specified.

4. **Program Incentives.**
If you can provide proof that at the time of closing, you reside outside the floodplain, you are eligible to receive a participation incentive. The incentive to participate is in the amount of \$5,000.00.

5. **Subrogation Agreement**

SEE AND COMPLETE ATTACHED EXHIBIT "B"

6. Termination of Contract

The sale is voluntary. Termination of contract will be applicable if the buyer is notified in writing of the seller's choice to opt out of the program. The buyer will not use the power of eminent domain to acquire the property.

IN WITNESS WHEREOF, the parties have executed this contract at Tulsa, Oklahoma, to be effective on the date executed by the County of Tulsa.



Ladonna Arce

[Handwritten Signature]

Tulsa County Board of County Commissioners
District 1

[Handwritten Signature]

Tulsa County Board of County Commissioners
District 2

Attest: *[Handwritten Signature]* 
Michael Willis, County Clerk by Kenneth Yates, Chief of Staff

[Handwritten Signature]

Tulsa County Board of County Commissioners
District 3

APPROVED AS TO FORM

[Handwritten Signature]

Andrew Higginbotham
Assistant District Attorney
Tulsa County – Civil Division

Exhibit "A"

The North Half of the East Half (N½ E½) of Lot Two (2), Block Three (3), GLEN ACRES
SUBDIVISION,
Tulsa County, State of Oklahoma, according to the recorded Plat No. 225.

Tax ID: 16250-92-05-00810

Exhibit "B"

Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this ____ day of _____, 20____, by and between Ladonna Arce ("Recipient") and Tulsa County ("Grantor/Lender").

In consideration of the Recipient's receipt of funds or the commitment by Grantor/Lender to evaluate the Recipient's application for the receipt of funds (collectively, the "Grant/Loan Proceeds") under the Oklahoma Department of Commerce Disaster Recovery Program administered by Grantor/Lender, Recipient hereby assigns to Grantor/Lender all of the Recipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of the presidentially declared disaster 4438, the extent of Grant/Loan Proceeds paid or to be paid to the Recipient under the Program and that are determined in the sole discretion of Oklahoma Department of Commerce (ODOC) to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Chart the Recipient agrees to immediately notify the Grantor/Lender who will notify US Department of Housing and Urban Development (HUD) of such additional amounts, and ODOC will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor/Lender, to be retained and/or disbursed as provided in this Agreement.

The Recipient agrees to assist and cooperate with the Grantor/Lender elect to pursue any of the claims the Recipient has against the insurers for reimbursement of DOB Proceeds under any such policies. The Recipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in the Recipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the Grantor/Lender. The Recipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Recipient would be entitled to under any applicable Disaster Program.

If requested by the Grantor/Lender, the Recipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor/Lender, to the extent of the Grant/Loan Proceeds paid to the Recipient under the Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and

to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor/Lender to consummate and make effective the purposes of this Agreement.

The Recipient explicitly allows the Grantor/Lender to request of any company with which the Recipient held insurance policies, or FEMA or the SBA or any other entity from which the Recipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the Grantor/Lender to monitor/enforce its interest in the rights assigned to it under this Agreement and give the Recipient's consent to such company to release said information to the Grantor/Lender.

If the Recipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, the Recipient agrees to promptly pay such amounts to the Grantor/Lender, if the Recipient received Grant/Loan Proceeds under the Program in an amount greater than the amount the Recipient would have received if such DOB Proceeds had been considered in the calculation of the Recipient's award.

In the event that the Recipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Chart ("Subsequent Proceeds"), the Recipient shall pay such Subsequent Proceeds directly to the Grantor/Lender, and ODOC will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Recipient. Subsequent DOB Proceeds shall be disbursed as follows:

If the Recipient has received full payment of the Grant/Loan Proceeds, any Subsequent DOB Proceeds shall be retained by the Grantor/Lender and remitted to ODOC.

If the Recipient has received no payment of the Grant/Loan Proceeds, any Subsequent DOB Proceeds shall be used by the Grantor/Lender to reduce payments of the Grant/Loan Proceeds to the Recipient, and all Subsequent DOB Proceeds shall be returned to the Recipient.

If the Recipient has received a portion of the Grant/Loan Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant/Loan Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Business; and (B) any remaining Subsequent DOB Proceeds shall be retained by the Grantor/Lender and remitted to ODOC.

If the Grantor/Lender makes the determination that the Recipient does not qualify to participate in the Program or the Recipient determines not to participate in the Program, the Subsequent DOB Proceeds shall be returned to the Recipient, and this Agreement shall terminate.

Once the Grantor/Lender has recovered an amount equal to the Grant/Loan Proceeds paid to the Recipient, the Grantor/Lender will reassign to the Recipient any rights assigned to the Grantor/Lender pursuant to this Agreement.

The Recipient represents that all statements and representations made by the Recipient regarding Proceeds received by the Grantor/Lender shall be true and correct as of the date of Closing.

NOTICE: The Recipient and the person executing this Agreement on behalf of the Recipient are hereby notified that intentionally or knowingly making a materially false or misleading written statement to

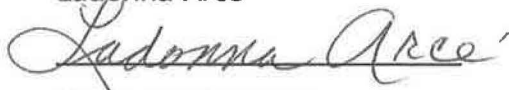
obtain property or credit, including a mortgage loan, is a violation of 18 U.S. Code § 1010 and, depending upon the amount of the Grant/Loan Proceeds, is punishable by fine, imprisonment for up to two years, or both.

The person executing this Agreement on behalf of the Recipient hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant/Loan Proceeds.

In any proceeding to enforce this Agreement, the Grantor/Lender shall be entitled to recover all costs of enforcement, including actual attorney's fees. Furthermore, such proceedings shall take place in the State of Oklahoma in either the Western District of the State of Oklahoma or in the District Court of Oklahoma County

RECIPIENT

Ladonna Arce



GRANTOR/LENDER:

Tulsa County

By:

Name: _____

Title: _____

APPROVED AS TO FORM



Andrew Higginbotham

Assistant District Attorney

Tulsa County – Civil Division

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
DECLARATION AND RELEASE

OMB No. 1660-0002
Expires March 31, 2024

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472-3100, Paperwork Reduction Project (1660-0002)
NOTE: Do not send your completed form to this address.

PRIVACY ACT STATEMENT

AUTHORITY: FEMA collects, uses, maintains, retrieves, and disseminates the records within this system under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), Pub. L. No. 93-288, as amended (42 U.S.C. §§ 5121-5207); 6 U.S.C. §§ 776-77, 795; the Debt Collection Improvement Act of 1996, 31 U.S.C. §§ 3325(d), 7701(c)(1); the Government Performance and Results Act, Pub. L. No. 103-62, as amended; Reorganization Plan No. 3 of 1978; Executive Order 13411, "Improving Assistance for Disaster Victims," August 29, 2006; and Executive Order 12862 "Setting Customer Service Standards," September 11, 2003, as described in this notice.

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality assurance purposes and used to assess FEMA's customer service to disaster assistance applicants. FEMA collects the social security number (SSN) to verify an applicant's identity and to prevent a duplication of benefits.

ROUTINE USE(S):

FEMA may share the personal information of U.S. citizens and lawful permanent residents contained in their disaster assistance files outside of FEMA as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended, including pursuant to routine uses published in DHS/FEMA-008 Disaster Recovery Assistance Files Notice of System of Records, 78 Fed. Reg. 25,282 (Apr.30, 2013) and upon written request, by agreement or as required by law. FEMA may share the personal information of non-citizens, as described in the following Privacy Impact Assessments: DHS/FEMA/PIA-012(a) Disaster Assistance Improvement Plain (DAIP) (Nov. 16, 2012); DHS/FEMA/PIA-027 National Emergency Management Information System - Individual Assistance (NEMIS-IA) Web-based and Client-based Modules (June 29, 2012); DHS/FEMA/PIA-015 Quality Assurance Recording System (Aug. 15, 2014). FEMA may share your personal information with federal, state, tribal, local agencies and voluntary organizations to enable individuals to receive additional disaster assistance, to prevent duplicating your benefits, or for FEMA to recover disaster funds received erroneously, spent inappropriately, or through fraud.

CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The disclosure of information, including the SSN, on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

DECLARATION AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- I am a citizen or non-citizen national of the United States.
 I am a qualified alien of the United States.
 I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

- * Only one application has been submitted for my household.
- * All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
- * I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to \$250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Customs Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME (print) LADONNA E. ARCE	SIGNATURE <i>Ladonna Arce</i>	DATE OF BIRTH 7/7/34	DATE SIGNED 2/29/24
INSPECTOR ID #	FEMA APPLICATION #	DISASTER #	
ADDRESS OF DAMAGED PROPERTY 512 S. 54th W. Ave	CITY Tulsa	STATE OK	ZIP CODE 74127