

**SUBRECIPIENT AGREEMENT FOR CONTINUUM OF CARE HOME ARP SUPPORTIVE SERVICES FOR  
THE LANDLORD ENGAGEMENT PROGRAM**

This Subrecipient Agreement, (the “**Agreement**”), is made and entered into as of the date of execution by both parties, evidenced by the later of the dated signatures hereto, by and between the City of Oklahoma City, a municipal corporation which has as its business address 200 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, (hereinafter the “**CITY**”), and the City Rescue Mission, a non-profit organization which has as its business address 800 W. California Ave, Oklahoma City, Oklahoma 73106 (“**CRM**” or the “**Subrecipient**”).

**WHEREAS**, the CITY is a “participating jurisdiction” under the HOME Investment Partnerships Program (“**HOME**” or “**HOME Program**”) and receives HOME funds from the U.S. Department of Housing and Urban Development (“**HUD**”) under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC 12741 et seq., (the “**Act**”) and 24 CFR part 92; and has received HOME-ARP funding from HUD under the American Rescue Plan.

**WHEREAS**, the purpose of the HOME-ARP Program is to assist individuals who are homeless, or at risk of homelessness, and other vulnerable populations by providing housing, rental assistance, supportive services, and non -congregate shelter, to reduce homelessness and increase housing stability across the country; and

**WHEREAS**, among the eligible uses of HOME-ARP is the provision of supportive services to qualifying persons; and

**WHEREAS**, the CITY has determined, in its HOME-ARP Allocation Plan approved by HUD, that it will use HOME-ARP funds to provide supportive services to provide assistance to persons experiencing homelessness to reduce homelessness and increase housing stability (the “**Program**”); and

**WHEREAS**, the CITY has identified CRM as an eligible “subrecipient” (as such term is defined in 24 CFR 92.2) capable of administering the Program on behalf of the CITY; and

**WHEREAS**, the CITY has authorized the award of HOME-ARP funds to Subrecipient for the purpose of establishing and operating a Landlord Engagement Program (LEP), an eligible service under HOME-ARP;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the CITY and CRM do agree, for themselves and for their respective successors and assigns, as follows:

**SECTION 1: GENERAL PROGRAM DESCRIPTION; ROLES & RESPONSIBILITIES**

**1.1 Program Description:**

As further described herein, the Program will provide Landlord Engagement Services via the Landlord Engagement Program (LEP) on behalf of the Key to Home Continuum of Care (CoC) to eligible persons who are referred through the CoC's Coordinated Entry System, is an effort to rehouse persons who are experiencing homelessness.

The LEP is a strategic initiative designed to foster positive relationships between landlords and homeless response system agencies or organizations working with vulnerable households, experiencing homelessness, seeking affordable housing. The LEP aims to increase the availability of safe, affordable housing by incentivizing landlords to participate in rental assistance programs and to accept tenants who may face barriers to housing.

The LEP focuses on fostering open communication and building trust between landlords and housing providers, contributing to improved housing outcomes for formerly homeless households, and contributing to broader community goals by:

#### Building Trust and Relationships:

- *Outreach and Education:* Providing information to landlords about housing programs, eligibility requirements, and the benefits of participation in LEP programs.
- *Building Partnerships:* Developing strong relationships with landlords through regular communication, meetings, and workshops.
- *Addressing Concerns:* Addressing landlord concerns about potential risks, payment delays, or tenant issues through support services and clear communication.

#### Improving Housing Outcomes:

- *Increasing Housing Access:* Making housing options available to homeless and formerly homeless households facing housing instability by building relationships with local landlords and securing and holding units so that they are readily available once clients are assessed and ready for move-in.
- *Reducing Evictions:* Supporting tenants and landlords to help prevent evictions and maintain housing stability through negotiation and mediation between landlords and tenants.

#### Supporting Community Goals:

- *Addressing Homelessness:* Providing housing solutions for individuals and families experiencing homelessness.
- *Promoting Affordable Housing:* Increasing the supply of affordable housing options for low-income households.
- *Strengthening Communities:* Creating more stable and resilient communities by ensuring everyone can access safe and affordable housing.

## **1.2 CITY Role & Responsibilities**

The CITY is responsible to HUD for the operation of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR part 92. This will include, but not be limited to, the following:

***1.2.1 Program Design***

Furnishing the Subrecipient with the Program Guidelines and any other Program requirements, including any future changes to HOME-ARP regulations or HOME-ARP Program guidance issued by HUD;

***1.2.2 Environmental Review***

Completing necessary environmental reviews and/or determinations pursuant to 24 CFR 92.352 and 24 CFR 58;

***1.2.3 IDIS Setup, Drawdown, and Completion***

Entering project setup, drawdown, and completion information along with associated reporting in HUD’s Integrated Disbursement and Information System (“IDIS”); and

***1.2.4 Subrecipient Monitoring***

Completing remote and on-site monitoring reviews of the Subrecipient’s operation of the Program.

**1.3 Subrecipient Role & Responsibilities**

Subrecipient is responsible for the routine implementation of the Program, including interaction with applicants to the Program, Program recipients, homeless response system agencies, the CoC Lead Agency, and participating property owners. In all cases, CRM will implement the program in compliance with the City’s Program Guidelines and all applicable federal requirements. In no case will CRM be considered the “responsible entity” for environmental reviews required under 24 CFR 58. In its role, CRM will:

***1.3.1 Engagement Strategy***

- a. Develop and implement an engagement strategy to cultivate relationships with landlords willing to lease with and/or reduce screening criteria for households referred from the CoC Coordinated Access System (CAS).
- b. Identify and engage potential landlord partners through market research, landlord recognition events, and other methods.
- c. Standardize marketing collateral to enhance recruitment efforts.

***1.3.2 Collaboration***

- a. Collaborate with Key to Home staff on developing and ongoing improvements to said landlord engagement and incentive strategies to ensure alignment with Key to Home’s mission, values, and utilization goals.
- b. Participate in daily encampment huddles with community team members as requested, and participate in weekly/monthly landlord engagement work group meetings.

- c. Provide Key to Home leadership feedback regarding resources needed to achieve Landlord Engagement Team objectives.

### ***1.3.3 Secure Housing and Maintaining Units***

- a. Facilitate and formalize specific details of landlord commitments/agreements (e.g., reduced screening criteria, reduction or elimination of leasing fees, etc.).
- b. Collaborate with Key to Home partner service agency staff in providing housing search assistance, including, but not limited to, the following:
  - i. Development and maintenance of a data platform and/or tools to help landlords fill available units, and which Key to Home and partner service agency staff can view and share available units with participants.
  - ii. Communicating with landlords clearly and quickly throughout the process.
  - iii. Advocating for participants with barriers like housing status, bad credit, and/or limited rental history.
  - iv. Review of tenant-landlord leases for compliance with federal, state, and local laws.
- c. Provide training and assistance to landlords regarding Key to Home programs and/or other landlord resources.
- d. Supporting tenants and landlords to help prevent evictions and maintain housing stability. This includes advocating for clients to maintain housing or obtain a Mutual Termination of Lease/mutual rescission when necessary.

### ***1.3.4 Program Policies and Training***

- a. Apply the CITY'S Program Guidelines and Key to Home policies, including any updates thereto provided by the CITY, to ensure that supportive services meet all HOME-ARP and Program requirements and applicable CoC system standards.
- b. Attend all City or Key to Home trainings applicable to the awarded Program.

## **1.4 Expected Outcomes**

- a. Increase the number of new landlords leasing with Key to Home program participants and the number of available units through Key to Home's existing landlord partnerships, so that at least 75 housing units are secured monthly.
- b. The creation and ongoing maintenance of a database and tools allowing for real-time management of available units.
- c. In collaboration with Key to Home staff, a landlord engagement communication strategy, including standardized collateral, will be developed to increase landlord partnerships throughout the CoC.

## **1.5 Data and Reporting**

Regular status reports on landlord engagement outcomes including, but not limited to:

- a. Total number of units held (monthly)
  - I. Total number of properties that lease Program clients
  - II. Total number of units that are leased to program clients
  - III. Average number of new property contacts per week, and
  - IV. Total number of clients housed

- b. Percentage of held units leased (quarterly)
  - I. Number of rehoused clients
  - II. Lease Approval rate percentage
  - III. All bills paid percentage

## **SECTION 2: USE AND DISBURSEMENT OF FUNDS**

### **2.1 Funding**

As part of this Agreement, the CITY is providing up to \$226,027 in HOME-ARP funding for project expenses (i.e. direct costs of providing Supportive Services to Project recipients). The HOME-ARP funding provided shall be used to provide ongoing Landlord Engagement Supportive Services assistance to, or on behalf of, eligible homeless households, in accordance with federal requirements, this Agreement, and the CITY's Program Guidelines.

### **2.2 Term**

The term of this Agreement shall be retroactive to **April 1, 2025**, and shall extend through **June 30, 2026**. This Agreement is eligible for an extension of up to one year, provided HOME-ARP funds remain and an extension is agreed to by both CITY and CRM.

### **2.3 Project Completion Deadlines**

CRM must provide the CITY with all necessary Project information (i.e. eligible supportive service costs) for entry into IDIS within 60 days of the last service rendered under this Agreement.

### **2.4 Program Income**

CITY and CRM acknowledge and agree that the design of Program does not anticipate the receipt of "**Program Income**," as defined in 24 CFR 92.2, by the Subrecipient. Notwithstanding, in the event that any Program Income is received by CRM, CRM will promptly remit same to the CITY.

### **2.6 Disbursement of Funds**

CRM must remit disbursement requests (or, in the case where no reimbursement is due, a report explaining inactivity) at least quarterly and may request payments no more than once per month.

#### ***2.6.1 Reimbursement Basis***

The CITY will provide funds to CRM for Program costs on a reimbursement basis only.

#### ***2.6.2 Allowable Costs***

To request payment of allowable costs (i.e. personnel, program costs, and administration), Invoices shall be submitted on the approved City of Oklahoma City invoice template and shall include copies of documentation supporting expenditures.

Requests for payment of administrative and programmatic funds are subject to the 10% limits provided in Section 2.1 above, and must be supported by (i) time-sheet documentation for any

costs associated with CRM staff, (ii) invoices for any third-party costs, and/or (iii) other source documentation (e.g. receipts and mileage logs for travel expenses, etc.). Any travel expenses charged (e.g. mileage, per diems, etc.) must be consistent with the travel requirements listed in 2 CFR 200.474.

### ***2.6.3 Final Payment***

Subrecipient shall submit a final payment request no later than 60 days following the end of the Term of this Agreement, consistent with Section 2.2 of this Agreement.

## **SECTION 3: ADMINISTRATIVE AND PROGRAM REQUIREMENTS**

### **3.1 Applicability of Uniform Administrative Requirements**

In performing under this Agreement, the requirements of 2 CFR part 200 apply to the Subrecipient, except for the following provisions: §200.306, §200.307, §200.311 (except as provided in 24 CFR 92.257), §200.312, §200.329, and §200.333. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR part 92, the definitions in 24 CFR part 92 govern. While not intended to be an exhaustive list, Subrecipient acknowledges that the requirements of 2 CFR 200 include, but are not limited to, compliance with:

#### ***3.1.1 Procurement***

Standards and procedures consistent with 2 CFR 200.318 through 200.326 related to the procurement of property or services with HOME funds;

#### ***3.1.2 Audit***

The requirement under 2 CFR 200.501 that the Subrecipient must obtain a single- or program-specific audit if, during any given Subrecipient fiscal year, Subrecipient expends more than \$750,000 in federal funds;

#### ***3.1.3 Cost Principles***

The cost principles included in 2 CFR 200 Subpart F, including that any costs charged to HOME be supported by adequate documentation, allocable to the program, necessary, and reasonable.

### **3.2 Administrative Funding**

Within the funding limit provided in Section 2.1, CRM may use up to 10% of funds for administrative expenses associated with operating the Program. Eligible administrative costs include costs associated with activities described in the general management oversight and coordination requirements at 24 CFR 92.207(a) to the extent that such activities are allowable under this Agreement. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the CITY.

### **3.3 Reversion of Assets**

Upon receipt of the final payment by the CITY under this Agreement and after payment by CRM of any final eligible costs under this Agreement, CRM must transfer to the CITY any remaining funds on hand and any accounts receivable attributable to the use of these funds to the CITY.

### **3.4 Compliance with Other Federal Requirements**

CRM must comply with all applicable federal requirements, including those listed in 24 CFR part 92, Subpart H and 24 CFR part 5, Subpart A, and the nondiscrimination requirements of section 282 of the Act, as amended. This includes, but is not limited to, compliance with:

#### ***3.4.1 Equal Opportunity and Fair Housing***

In accordance with 24 CFR 92.350 and 92.351, no person shall because of race, color, religion, sex, sexual orientation, gender identity, disability, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program activity funded in whole or in part from these funds. In addition, CRM shall develop and operate the Program in accordance with the requirement contained in 24 CFR 5.105, including but not limited to the following requirements:

- a) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
- b) The prohibition against discrimination based on age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146,
- c) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;
- e) The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;
- f) The requirements of 24 CFR 92.351, 2 CFR 200.321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and
- g) The requirements of 24 CFR 5.105(a)(2) requiring that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital

status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

#### ***3.4.2 Lobbying Disclosure Requirements***

In accordance with the requirements of 24 CFR part 87, CRM certifies, to the best of its knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such lower-tier parties shall certify and disclose accordingly; and
- d) Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### ***3.4.3 Drug-Free Workplace***

The drug-free workplace requirements of 2 CFR part 2429;

#### ***3.4.4 Debarred or Suspended Entities***

By signing this Agreement, Subrecipient certifies that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Subrecipient shall notify CITY without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment. Further, in carrying out its responsibilities hereunder, Subrecipient will not employ, contract with, or otherwise make use of subcontractors, service providers, consultants, or any other party that is debarred, suspended, or proposed for debarment from any federal contract activity.

#### ***3.4.5 Environmental Review***

As of March 24, 2025, the CITY completed the environmental review process for the Program, determining that the activities included are Categorically Excluded Not Subject to the requirements of 24 CFR 58.5. None of the requirements in 24 CFR 58.6 apply to the Program, so no further action is necessary under the applicable requirements of 24 CFR part 58, and the activity may proceed.

#### ***3.4.6 Lead Based Paint***

Subrecipient will ensure that all assisted units in properties which were originally constructed prior to 1978 pass a visual assessment pursuant to the requirements of 24 CFR 35.

#### ***3.4.7 Conflict of Interest***

Pursuant to 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the CITY or the Subrecipient, individually known as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-ARP - assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-ARP assisted activities, is eligible to receive HOME-ARP assistance under the Program or to have a financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-ARP funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the CITY or CRM or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. Moreover, the CITY and Subrecipient shall comply with the conflict of interest requirements in 2 CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

### **3.5 VAWA Regulations**

The CITY and CRM both acknowledge and agree that each are subject to the requirements of 24 CFR 92.359 and 24 CFR 5, Subpart L, which implements provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA). CRM also agrees to follow and implement the applicable VAWA requirements, as required by 24 CFR 92.359(g).

### **3.6 Recordkeeping**

CRM shall maintain detailed records of all its activities under this Agreement that are described in 24 CFR 92.508. Representatives of the CITY, HUD (including HUD's Office of Inspector General), the Comptroller General of the United States (aka the U.S. Government Accountability Office or "GAO"), or their designees may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned CITY, HUD, or GAO representatives or designees. Subrecipient will maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

#### ***3.6.1 General Administrative and Financial Records***

- a) Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-debarment and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 24 and 2 CFR part 2424);
- b) Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations;
- c) Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to HOME-ARP;
- d) Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable;

#### ***3.6.2 Records of Other Federal Requirements***

Other records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:

- a) Records supporting any requests for exceptions to the conflict of interest provisions in accordance with 24 CFR 92.356.

### **3.7 Record Retention**

All Program records shall be maintained by CRM for a minimum of five (5) years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the retention period, whichever occurs later.

### **3.8 Reporting Requirements**

The Subrecipient agrees to submit any and all reports required by the CITY or HUD within 30 days of the CITY or HUD's request.

- a) CRM will provide updates on Program implementation to the CITY on a monthly basis. In a format determined by the CITY, such reports may be submitted either in hard-copy or electronically and will include information on the startup of the Program, number of housing units secured, any challenges or concerns regarding implementation, and details regarding the expenditure of HOME-ARP funds.
- b) The CITY reserves the right to unilaterally alter, supplement, or otherwise modify the frequency, content, or form of delivery of required reports as needed to maintain adequate oversight of the Program, address changes to HOME regulations, or to address findings related to noncompliance by the Subrecipient. CITY must notify Subrecipient at least five (5) days prior to the date changes are required.

## **SECTION 4: DEFAULT, REMEDIES, AND TERMINATION**

### **4.1 Default**

The following are considered a default by the Subrecipient under this Agreement:

- a) Subrecipient fails, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement; and/or
- b) Subrecipient refuses or fails to proceed with the work and tasks contemplated in this Agreement in accordance with such diligence as will ensure their completion within the time fixed by the schedule set forth in this agreement; and/or
- c) Material noncompliance with any applicable HOME regulatory requirements in 24 CFR part 92 or any other applicable federal requirements, or any applicable State or local law, regulation, ordinance, or requirement related to the Program.

### **4.2 Remedies**

In the event of default by Subrecipient hereunder, which is not cured within 10 days of the mailing of written notice by the CITY as described in Section 5.4, the CITY may seek any combination of the following remedies:

- a) Suspend payments under this Agreement pending the correction of a default or deficiency; and/or
- b) Disallow part or all of any of the Program or costs hereunder not in compliance with this Agreement, applicable federal requirements, or HOME regulations; and/or
- c) Suspend, this Agreement in whole or part, pending correction; or, following any cure period provided by the CITY, terminate this Agreement for cause as provided in 2 CFR 200.339; and/or

- d) Recommend to HUD that it initiate suspension or debarment proceedings as authorized under 2 CFR Part 180; and/or
- e) Take any other action available under 2 CFR 200.338; and/or
- f) Require the repayment of previously disbursed HOME funds for questioned costs; and/or
- g) Require Subrecipient to participate in training or technical assistance; and/or
- h) Make use of any other remedies that may be legally available to the CITY.

### **4.3 Termination for Convenience**

In addition to any termination for cause provided herein, this Agreement may be terminated for convenience by the CITY upon 10 days' written notice. In the event of Notice of termination under this Section, Subrecipient shall suspend the collection of applications and execution of additional Rental Assistance Contracts. Subrecipient shall further provide final reporting and a final request for reimbursement within 60 days of any termination under this Section. Subrecipient will have no claim of payment or claim of benefit for any cancelled activities undertaken under this Agreement, and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses.

## **SECTION 5: ADDITIONAL PROVISIONS**

### **5.1 Fees to Recipients Prohibited**

Subrecipient is prohibited from charging application or other fees for the purpose of covering costs of administering the Program, or for any other reason.

### **5.2 Notice**

Except in the case of a notice of default, which must be delivered via mail or delivery service, the CITY may issue written notices as required or anticipated herein to the Subrecipient via email, facsimile, mail, delivery service, or in person, as may be appropriate. Notices delivered via electronic means or in person will be deemed delivered on the same day. Notices delivered via mail or delivery service will be deemed delivered two (2) business days after being placed in the United States mail or delivery service, postage pre-paid, addressed to the Subrecipient as follows:

ERIN GOODIN, PRESIDENT  
CITY RESCUE MISSION  
800 W. CALIFORNIA AVE.  
OKLAHOMA CITY, OK. 73106

Notices due to the CITY shall be in writing, and may be delivered via email, facsimile, mail, delivery service, or in person as may be appropriate. A notice of default to the CITY shall be delivered via

certified mail, with return receipt requested, and shall be deemed delivered upon signature of a CITY representative. Notices to the CITY shall be addressed as follows:

JEROD SHADID, PROGRAM PLANNER  
HOMELESS SERVICES  
PLANNING DEPARTMENT, 9TH FLOOR  
420 W MAIN  
OKLAHOMA CITY, OK 73101

AND

CITY CLERK  
CITY OF OKLAHOMA CITY  
200 N WALKER, SECOND FLOOR  
OKLAHOMA CITY, OKLAHOMA 73102

### **5.3 CITY Liability**

The CITY shall have no liability except as specifically provided in this Agreement. The CITY, by execution of this Agreement or otherwise, assumes no liability for damages caused to persons or property by reason of Subrecipient's provision of goods or services herein, or for injury to any employee, agent or subcontractor of the Subrecipient performing under this Agreement.

### **5.4 Indemnification**

To the extent permitted by law, Subrecipient shall indemnify and save and hold harmless CITY, and its successors or assigns, from and against any negligent claims, liabilities, losses and causes of action which may arise out of Subrecipient's activities under this Agreement, including all other acts or omissions on the part of Subrecipient, including any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof. Subrecipient's indemnity shall not expire with the expiration or termination of this Agreement.

### **5.5 Independence of Subrecipient**

Nothing in this Agreement shall be deemed or construed to represent that Subrecipient, or any of Subrecipient's employees or agents, are the agents, representatives, or employees of the CITY. Subrecipient acknowledges that its status is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides the CITY with the right to direct Subrecipient in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state, and/or federal regulations.

### **5.6 Assignment**

This Agreement is binding on the CITY and CRM, and their respective successors and assigns. CRM shall not assign or transfer its interest in this Agreement without the prior written approval of CITY, which approval – if granted – shall be in the CITY's sole and exclusive discretion.

### **5.7 Amendments**

This Agreement may be modified or amended only by written amendment, signed by both parties. Notwithstanding the foregoing, in the event that (i) HUD imposes new or modified requirements in the HOME Program through regulation, administrative notice, publication, or other notice, or (ii) HUD specifically identifies violations of HOME program requirements pertaining to this Agreement or the Program undertaken hereunder, CRM agrees to comply with any new or modified requirements to ensure this Agreement and the activities hereunder remain in or are brought into compliance with such requirements. The CITY shall provide written notice to the Subrecipient of any such modifications within five (5) business days. Subrecipient further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to formally reflect and implement new HOME requirements or correct identified deficiencies.

### **5.8 Interpretation**

This Agreement is the sole understanding between the parties hereto, and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any question or dispute regarding the interpretation of the terms of this Agreement shall be decided by the CITY. The CITY's decision on any dispute under this Agreement, which shall be provided in writing, shall be final and binding. In the event of a conflict between this Agreement and/or other regulatory requirements, the regulatory requirements shall control, and the CITY reserves the right to resolve the conflict and determine the Subrecipient's compliance with such provisions.

### **5.9 Applicable Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Oklahoma, and any relevant federal laws. In the event of legal action resulting from a dispute hereunder, the parties agree that the State and federal courts of the State of Oklahoma shall have sole jurisdiction, and that the proper forum for such action shall be the appropriate Federal or State Courts located in Oklahoma City, of Oklahoma.

### **5.10 Headings & Pronouns**

The headings in this Agreement are for convenience only, and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and singular nouns used herein shall include the plural and vice versa.

### **5.11 Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

IN WITNESS WHEREOF, the parties hereto signify the Agreement to all contained herein by the following executions:

**CITY RESCUE MISSION, INC.**

By: Erin Goodin

President, CEO  
Title

3/25/25  
Date

APPROVED by the Council and signed by the Mayor of the City of Oklahoma City this 8TH day of APRIL, 2025.

ATTEST:

Amy K. Simpson  
City Clerk



David Holt  
Mayor

REVIEWED for form and legality.

Pete E. Douglas-Tally  
Assistant Municipal Counselor

**SCHEDULE "A"**  
**BUDGET AND DRAW REQUESTS**

**Allocation:** \$226,027 maximum combined allocation as per Project Budget Summary below.

**Rate of Reimbursement:** Allocated funds **must be billed within 60 days** after expensed to be eligible for reimbursement.

**HOME-ARP PROJECT BUDGET SUMMARY**

<u>Landlord Engagement Services</u> <ul style="list-style-type: none"><li>• Landlord Recruitment and Outreach</li><li>• Securing and Holding Units with KTH Flex Fund assistance</li><li>• Risk Mitigation &amp; Support including Mediation and Conflict Resolution</li></ul>	\$226,027
<b>TOTAL</b>	<b>\$226,027</b>

**SCHEDULE "B"**

**ANNUAL GRANT POLICY AND PROCEDURE REVIEW CERTIFICATION**

Please initial next to each item as performed, sign and date the certification. Return to the GFA.

EG I acknowledge that Circulars A-87, A-102, and A-133 have been superseded by 2 CFR 200.

EG have read 2 CFR 200 in its entirety at least once  
[Link to 2 CFR 200: \\ci.okc\okc\FI-Reports\Grants\2 CFR 200](#)

EG I have reviewed the 2022 2 CFR Part 200, Appendix XI – Matrix of Compliance Requirements.

EG I am familiar with all requirements of the City of Oklahoma City Grant Policies and Procedures Manual.

EG I have complied with all of the provisions of grants within my purview on a timely basis except when documented as such using normal City procedures

I certify the initialed statements above are correct to my knowledge.

Erin Goodin  
Subrecipient's Printed Name

City Rescue Mission, Inc.  
Subrecipient's Organization

Erin Goodin  
Subrecipient's Signature

3/25/25  
(Date)

List of Active Grants (attach additional sheets if necessary)

- M-21-40-0203                      HOME-ARP
- E-24-MC-40-0003              Emergency Solutions Grant
- OK0218L6I022300              Continuum of Care

**Conformance with 2 CFR Part 200.332**

The following information is included in this Agreement to conform to the requirements of 2 CFR 200.332:

**CITY RESCUE MISSION (CRM) UEI:** MNAEZHNXT4Z8

**Federal Award Identification Number (FAIN):** M-21-40-0203 (HOME- ARP)

**Federal Award Date:** 9/20/21

**Subaward period of performance and budget period:** See Section 2 above;

**Amount of Federal Funds Obligated by this Agreement:** \$226,027

**Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):** This program is to provide Supportive Services, to include Landlord Engagement and recruitment assistance for the Key to Home CoC, who are referred through CoC CAS, in an effort to rehouse persons who are experiencing homelessness.

**Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:** The Federal awarding agency is the HUD, as defined in the above recitations. The CITY, as defined above, is the recipient agency providing the subaward to City Rescue Mission. The contact information for the Mayor is:

The Hon. David Holt  
Mayor of Oklahoma City  
200 N Walker Ave., Third Floor  
Oklahoma City, OK 73102

**Assistance Listing Number (aka CFDA):** 14.239; Title: HOME American Rescue Plan Program