

**CITY OF OKLAHOMA CITY  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT  
FY 2024/2025 WITH COMMUNITY ACTION AGENCY  
SMALL BUSINESS ASSISTANCE PROGRAM**

WHEREAS, the Housing and Community Development Act of 1974 became effective on August 22, 1974, as amended, the "Act"; and

WHEREAS, Title I of the Act contemplates the use of Community Development Block Grant funds (CDBG) for the establishment and maintenance of viable urban communities as social, economic and political entities; and

WHEREAS, specific objectives of the Act include achieving viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low to moderate income as defined by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the Act is intended to emphasize and strengthen the ability of local elected officials to determine the community's development needs, set priorities, and allocate resources to various activities; and

WHEREAS, the City Council of The City of Oklahoma City (CITY), as applicant to HUD and recipient of such CDBG funds, deems it desirable to fully assume the responsibilities contemplated and implied under the Act; and

WHEREAS, the City Council of the CITY deems it desirable to enter into an agreement with the Community Action Agency named below for the day-to-day conduct of a Small Business Assistance Program to provide economic opportunities through the CITY's Community Development Program under eligible provisions of the Act, while reserving to the CITY complete authority and responsibility for approving such a program, its funding and budget, and the terms and conditions under which the Program shall be conducted.

NOW, THEREFORE, effective retroactively from **July 1, 2024**, The City of Oklahoma City, an Oklahoma municipal corporation, hereinafter called CITY, having a principal place of business at 200 North Walker, Oklahoma City, Oklahoma 73102, and **Community Action Agency of Oklahoma City and Oklahoma/ Canadian Counties Inc.**, hereinafter called CAA, having a principal place of business located at 319 SW 25<sup>th</sup> Street, Oklahoma City, Oklahoma 73109, agree to all the foregoing and further agree as follows:

1. Scope of Work / National Objectives

As part of the CITY's Community Development Program, CAA will undertake and provide all services and products described in Schedule "A", attached, and incorporated as a part hereof by reference. Besides the Scope of Work, Schedule "A" shall identify the national objective(s) to be attained.

2. Term of Agreement/Period of Performance

The term of this Agreement shall be, retroactively, from **July 1, 2024 through June 30, 2025**.

All scheduled work provided for in this Agreement shall be completed by, or under contract for completion, by **June 30, 2025**.

CAA shall proceed to provide services under this Agreement upon receiving a fully executed copy of the Agreement.

3. Funding

In exchange for the services and products to be provided under this Agreement the CITY shall allocate to CAA FY 2024-2025 Community Development Block Grant funds and/or prior year funds specifically identified for such activity, as such funds become available from the Federal Government, and from no other source; provided however, that such compensation to CAA shall not exceed \$ 40,000, as specified in Schedule "B" attached hereto and incorporated as a part hereof by reference, or subsequent revised budget, incorporating prior years carryover, if any, at the CITY'S option. Program Income, if any, shall be administered in accordance with Section 6.c. herein below.

CAA agrees to make expenditures in accordance with Schedule "B". It is expressly agreed and understood by the CITY and CAA that this Agreement shall not provide for compensation beyond the end of the CITY's present fiscal year, that being June 30, 2025.

CAA staff time and effort reimbursed from Funds under this Agreement shall be documented per 2 CFR Part 200.430(i).

4. Day-to-Day Operation and Administration

Day-to-Day operation of the Small Business Assistance Program, which is the subject of this Agreement, shall be performed by and be the responsibility of CAA. Operation and Administration of the CITY's Community Development Program shall be the responsibility of the CITY.

5. Subcontracts

CAA may enter into subcontracts for necessary assistance in completing the Scope of Work that is the subject of this Agreement. Such subcontracts shall be in accordance with applicable law and regulations; and further, CAA shall be responsible for the work performed by such subcontractors and for all expenditures made under such subcontracts.

6. CAA shall comply with all federal, state, and municipal laws, rules, and regulations applicable to the Community Development Program that is the subject of this Agreement, with particular attention to the following:

a. Title VI of the Civil Rights Act. No person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin. CAA shall maintain complete records on all applicants, and disposition of such applications.

b. Debarment and Suspension. Per Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

CAA and its contractors and subcontractors shall comply with requirements established the System for Award Management (SAM), and the Federal Funding Accountability and Transparency Act, including 2 CFR Part 25, Appendix A to Part 25, and 2 CFR Part 170. CAA certifies by execution of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Federal award transactions by any Federal department or agency. CAA shall require that all sub-contract agreements funded under this Agreement include this certification by the sub-contractor.

c. Procurement

1. All procurement transactions regardless of whether negotiated or advertised, and without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition consistent with the Cost Principles for Nonprofit Organizations, 2 CFR 200.318-321 and such other standards as may be incorporated in this Agreement by the CITY.
2. Positive efforts shall be made by CAA to utilize small business and minority-owned business sources of supplies and service.
3. An inventory of all articles purchased over \$5000 that is considered federal equipment or property shall be recorded in CAA's inventory records. A copy of the inventory shall be kept up to date and submitted to staff of the CITY's Planning Department-Community Development Division, upon reasonable request.
4. All loss, damage or theft of equipment or supplies purchased with CDBG monies shall be submitted for investigation and full documentation by the Oklahoma City Police Department. A copy of the Police Report shall be forwarded within ten (10) days to the Planning Department, Community Development Division, and items lost due to theft removed from CAA's inventory list.

d. Program Income. The receipt and disposition by CAA of program income as defined in 24 CFR 570.500(a) shall be in accordance with provisions of 24 CFR 507.504(c) which provides that this Agreement shall specify whether program income will be returned to the CITY or retained by the CAA.

To satisfy the regulatory provision, the CAA shall return to the CITY all program income received. Program Income shall be returned to the CITY under these procedures:

- (i) CAA shall return program income to the CITY immediately after receipt in any instance where the total amount received is in excess of \$1,000.00.
- (ii) Program income received by CAA in amounts less than \$1,000.00 may be accumulated by the CAA until the total reaches or exceeds \$1,000.00 and then such income shall be returned to the CITY, provided however, that in any case accumulated program income shall be returned to the CITY by the last day of every month, in whatever amount has accumulated at the time.
- (iii) All program income earned in whole or in part with CDBG funds shall be reported monthly on the monthly billing statement or other approved financial status report.
- (iv) CAA may submit a written request for use of the program income returned to the CITY along with a proposed revised budget. The request shall identify specific activities for which the funds would be used. The CITY may consider such requests considering its responsibilities for meeting national objectives and maintaining mandated spending ratios. The CITY shall approve or deny each such request from CAA, in writing.
- (v) Funds shall not be used for expenditures that are not contained in an approved budget. Expenditures for program activities using program income shall be reported expended as federal dollars. CAA shall not consider program income as an increase in budget capacity.

e. Administrative Requirements.

- (i) CAA shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200.
- (ii) In matters of Program Income, CAA shall comply with the provisions of 24 CFR 570.504(c) and paragraph 6.d., above.
- (iii) In matters concerning Real Property, CAA shall comply with the provisions of 24 CFR 570.505.

- (iv) In matters concerning the disposition of equipment, the following shall apply:
  - In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
  - Equipment not needed for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the CITY.

f. Environmental Responsibilities.

CAA shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR 570, except that:

- (i) CAA does not assume the CITY'S environmental responsibilities with respect to 24 CFR 570.604; and
- (ii) CAA does not assume the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.
- (iii) No work shall be done until any necessary environmental review procedures are conducted. The funding under this Agreement is conditioned on the CITY's determination to proceed with, modify or cancel any project based on the results of a subsequent environmental review.

g. Reversion of Assets.

Upon the expiration of this Agreement CAA shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also, any real property under the CAA's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be:

- (i) Used to meet one of the national objectives set forth in 24 CFR 570.208 until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the CITY; or
- (ii) Disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

h. Documentation Necessary for Required Assurances.

CAA agrees to retain all records pertaining to Community Development Block Grant funded activities for a period of four (4) years from the date of submission of the final annual invoice/expenditure report; for awards that are renewed annually, records shall be retained for a period of four (4) years from the date of submission of the final financial report/invoice. CAA shall retain records in accordance with the requirements of 24 CFR Part 200 for audits started before expiration of the four-year period and for certain other record retention provisions.

7. Close Out

This Agreement shall be considered closed out once CAA draws all the funds and submits its final quarterly report with information sufficient for the CITY to close out the Small Business assistance Activity in the HUD Information and Distribution System.

8. Reports and Audits

a. CAA shall furnish to the CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, and guidelines. Further, CAA shall provide any other reports deemed reasonably necessary by the CITY. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review the CAA's performance and operation of the Small Business Assistance Program to be performed under this Agreement;



and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of CAA and the subcontractors of CAA, to make audit examination, excerpts and transcriptions.

b. CAA shall employ those management techniques necessary to insure adequate and proper fiscal accountability of all Community Development Block Grant (CDBG) funds received and disbursed. This may include but not be limited to separate ledgers for CDBG funds and/or a separate bank account with ledger documentation.

c. A record of all CDBG expenditures including payroll, purchase vouchers, and claims, etc. shall be kept on file by CAA and reserved for a four-year period for federal audit.

d. Expenditures by CAA prior to the term of this Agreement shall not be eligible expenditures under CDBG funding.

e. CAA shall submit to the CITY a copy of any audit reports pertaining to the use of CDBG funds.

f. CAA shall comply with the independent audit provisions Requirements of 2 CFR Part 200.501 if applicable.

g. CAA shall submit the documents listed below to the CITY electronically each month. Documents are to be sent to [matthew.gabrielson@okc.gov](mailto:matthew.gabrielson@okc.gov) with cc to [kimberly.watson@okc.gov](mailto:kimberly.watson@okc.gov) or alternative persons upon written notification from the CITY. Monthly documents are due by the close of business on the last calendar day of the following month.

- (i) **Monthly invoices for work performed with supporting data.** Accompanying data shall include a brief description of work performed.
- (ii) **Quarterly reports** which include the information listed in Schedule A. Quarterly reports shall be due by October 31, 2024; January 31, 2025; April 30, 2025, and July 30, 2025.
- (iii) A monthly **Financial Status Report**, in the form prescribed by the CITY. Said financial statement shall agree with CAA's records and accounts.

9. **Personnel Policies and Internal Procedures**

By-laws, personnel policies, pay scales and internal operating procedures of CAA shall be the responsibility of and determined by its Board of Directors, in accordance with applicable law and regulations. Copies of such personnel policies, by-laws, pay scales and internal operating procedures, along with any changes in connection therewith, shall be furnished to the CITY within 10 days of request for its review and comment.

10. **Conflict of Interest**

No member, officer, or employee of the CITY or CAA, or its designees or agents, no member of the governing body of the locality in which the Program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities regarding the Program, or who can participate in a decision making process or gain inside information regarding activities, may obtain a financial interest or benefit from the assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to such assisted activity, or with respect to proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during his or her tenure, or for one year thereafter, except as is outlined in Schedule "D", if applicable, which is incorporated as a part of this Agreement by reference.

11. Non-Discrimination Certificate

In connection with the performance of this Agreement, CAA agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, familial status, disability, or sex. CAA further agrees to take affirmative action to insure employees are treated without regard to their race, creed, color, national origin, sex, familial status, handicap, age, or ancestry which actions shall include, but not be limited to employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

CAA shall post the Non-Discrimination Statement attached hereto and labeled as Schedule "C" in a conspicuous place, available to employees and applicants for employment setting forth provisions of this section. CAA further agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). If CAA's non-compliance with this non-discrimination clause occurs, this Agreement may be canceled or terminated by the CITY, and the CAA declared by the CITY ineligible for further contracts with the CITY until satisfactory proof of intent to comply is made by the CAA. CAA further agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.

12. Hold Harmless Clause

CAA shall defend, indemnify, and save harmless the CITY from all claims and causes of action against the CITY for damages or injury to any person or property arising solely out of, or regarding the negligent performance or negligent acts of CAA, its subcontractors, agents, or employees under the terms of this Agreement. In addition to the foregoing, CAA agrees to hold harmless the CITY from any liability arising from the claims of CAA's subcontractors or any others whom CAA might employ or obtain services or materials from, regarding the performance of this Agreement.

13. Independent Contractor Status

CAA shall be an independent contractor of the CITY. CAA 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, employee or agent of the CITY by reason of this Agreement, and that it will not by reason of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer, employee or agent of the CITY, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

14. Termination

This Agreement incorporates the provisions of 2 CFR 200.339 pertaining to remedies for noncompliance with this Agreement. Under 2 CFR 200.340, this Agreement may be suspended or terminated before the expiration of the term by unanimous written agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part when deemed to be in the best interest of the CITY to do so, upon a ten (10) day written notice from the CITY to the CAA, when practical, for the following reasons:

- a. CAA failure to perform the services set forth in the scope of services and requirements incident hereto.
- b. Making unauthorized or improper use of funds provided under the Agreement.
- c. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
- d. The carrying out of the Scope of Services or the objectives of this Agreement is rendered unfeasible, impossible, or illegal.
- e. Failure of the U.S. Department of Housing and Urban development (HUD) to make funds

- available or if HUD suspends funds for any reason.
- f. Upon the determination of the CITY that the Agreement be suspended or terminated without cause
  - g. For the convenience of the CITY.

Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

15. Restriction against Lobbying

CAA understands that funds provided herein shall not be used for lobbying, and CAA shall execute the Lobbying Certification included in Schedule "E" of this Agreement.

16. Budget Limits

CAA understands and agrees that budgets shall not be exceeded in any case without prior written approval from the CITY. CAA may request that the CITY consider budget revisions. All requests for budget revision shall be submitted in writing.

17. Bonding and Insurance

CAA shall adhere to bonding requirements of 2 CFR 200.236 as applicable, and shall adhere to insurance requirements of 2 CFR 200.310.

18. City Grant Policies and Procedures.

CAA shall read 2 CFR Part 200, then sign the Grant Policy and Procedure Review Certification form attached to this Agreement as Schedule "F."

19. 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:

- CAA UEI: ZNJCJBHLKAS8;
- Federal Award Identification Number (FAIN): B-24-MC-40-0003;
- Federal Award Date: July 1, 2024;
- Subaward period of performance and budget period: See Section 2 above;
- Amount of Federal Funds Obligated by this Agreement: See Section 3 above;
- Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): This award is a grant to provide Small Business Technical Assistance for persons and businesses in low-income areas of Oklahoma City. 24 CFR 570.203 (b) and (c). The national objective to be met is 'benefit to low-moderate-income areas' in accordance with 24 CFR 570.208 (a)(1)(i).
- Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity: The Federal awarding agency is HUD, as defined in the above recitations. The CITY, as defined above, is the recipient agency providing the subaward to the CAA. The CITY 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): 14.218; Title: Community Development Block Grant.

20. Miscellaneous

Should it become necessary to determine the meaning or otherwise interpret any word, phrase, or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of law or equity, it is expressly agreed that the laws of the State of Oklahoma shall exclusively control the same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Agreement.

CAA states that it possesses experience, know-how, and ability to conduct and perform the Program that is the subject of this Agreement, and agrees to use such experience, know-how and ability in its prosecution and completion of this Agreement for the benefit of the CITY. CAA agrees to put forth its best efforts on behalf of the CITY herein, and promises to adhere to good business and professional practices in its prosecution and completion of this Agreement.

SIGNATURES ON FOLLOWING PAGE



IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

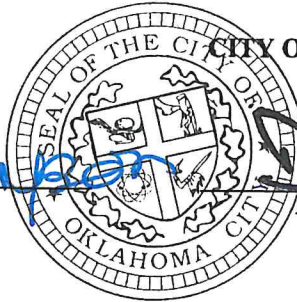
*Max Laber*  
SECRETARY

COMMUNITY ACTION AGENCY OF OKLAHOMA  
CITY AND OKLAHOMA/CANADIAN COUNTIES, INC.

*John Thomas*  
EXECUTIVE DIRECTOR

ATTEST:

*Amy N. Simon*  
CITY CLERK



CITY OF OKLAHOMA CITY

*David Holt*  
MAYOR

REVIEWED as to form and legality.

*Brita G. Douglas-Galle*  
Assistant Municipal Counselor

## **SCHEDULE "A"**

### **SCOPE OF WORK/NATIONAL OBJECTIVES**

Funding under this agreement is for conducting technical assistance to small businesses, an activity eligible under 24 CFR 570.203 (b) and (c). The national objective to be met is 'benefit to low-moderate-income areas' in accordance with 24 CFR 570.208 (a)(1)(i).

Specifically, CDBG assistance shall be limited to the following approved low- and moderate-income areas and conditions:

- 1) The HUD-approved Neighborhood Revitalization Strategy Area (NRSA), and
- 2) areas outside the NRSA determined as HUD-approved low- and moderate-income census tracts, which are primarily residential in character as determined by zoning or land use data, and
- 3) only persons legally residing in the United States (and by extension their businesses) are eligible for assistance.

CAA shall work with The City to verify the criteria stated in items 1) and 2) above. CAA shall maintain adequate procedures to verify compliance with item 3) above.

It has been estimated that CDBG funds allocated to the Program by this agreement constitute approximately 60% of the total cost required to carry out the Program. Therefore, at minimum, 60% of the activities conducted by the Program shall be required to meet the above-stated national objective of low- and moderate-income area benefit. Thus, at least 60% of reported activities conducted by the Program must be in low- and moderate-income areas.

The benefit shall be determined by the location, i.e. physical address, of either:

- The business being assisted, or
- The potential/actual business owner who is receiving assistance or training.

Community Action Agency shall report on the total number of businesses and individuals assisted each quarter to include:

- List of businesses assisted including business name, type, physical address, and UEI number (as applicable).
  - Indication of new or existing businesses and nature of the business.
  - Type of assistance:
    - Training or technical assistance
    - Financial assistance
    - Façade improvements
    - Interior rehabilitation, equipment, etc.
  - Amount of financial assistance and fund source as applicable.
  - Of the total number of existing businesses assisted, the number of businesses expanding.
  - Of the total number of existing businesses assisted, the number of businesses relocations.
- List of individuals assisted including individual name or number designation and physical address.
  - Indicate type of assistance, i.e. training, mentoring, financial, etc.
- Job creation reports as applicable.
- Number and description of training workshops, including location, total workshop participants assisted, and participant hours.
- Other notes or narrative as needed to provide a clear understanding of the Program activities and accomplishments.

## **SCHEDULE "B"**

### **BUDGET AND DRAW REQUESTS**

Prior to Commencement of the Project, CAA shall submit to the CITY a detailed Budget for the CDBG activity to be conducted with funds provided under this Agreement.

The CDBG portion of the project shall not exceed \$40,000.00. It is understood by CAA that the CDBG budget shall not be exceeded.

Program Match: There is no requirement for matching funds under this award.

Draw requests shall be made under The CITY's following requirements:

- 1) CAA shall submit monthly invoices on company letterhead containing the company name, address, and other contact information, along with sufficient backup documentation to evidence 1) need, or 2) work performed.
- 2) Draw requests shall be due to the CITY on the Tuesday before noon approximately fourteen (14) business days before expected receipt of funds. The invoice "start time" shall remain Tuesday noon with the exception of holidays or weather days. Invoices submitted after Tuesday noon shall roll over to the next week, and the invoice start time shall be the next Tuesday noon for purposes of managing expectations on the timing of reimbursement.
- 3) The CITY shall review the draw request for reasonableness and accuracy. If the invoice cannot be approved, the CITY shall provide a reason for denial in writing to CAA within three (3) business days of invoice receipt.
- 4) CAA shall submit with its initial draw request or have previously submitted its Minority Business Enterprise and Women Business Enterprise report(s) for the current or previous year's activities.
- 5) CAA shall ensure that a submitted draw request is date-stamped as received by the Planning Department. At the time of submission, CAA may request a copy of the date-stamped page as evidence of submission. Denied draw requests must be resubmitted and shall require a subsequent date-stamp. The date showing on any draw requests submitted by email shall serve as the date stamp.
- 6) All draw requests shall include the service date(s) for which reimbursement is requested. For example, monthly draw requests should specify the month period for which the draw is requested.
- 7) All draws for work performed during the term of the Agreement must be made by July 15, 2025.

**SCHEDULE "C"**  
**NON-DISCRIMINATION STATEMENT**

*The City of Oklahoma City and its public trusts require CAA and subcontractors to ensure that employees and applicants for employment are treated without regard to their race, creed, sex, color, national origin, ancestry, age, or disability as defined by the Americans with Disabilities Act of 1990, § 3*

***To that end CA is required to execute and post this statement.***

CAA agrees, relating to the performance of work under agreement(s)/contract(s) with the City or its public trusts:

a. That CAA will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry, or disability. CAA shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry, or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CAA agrees to post, in a conspicuous place available to employees and applicants for employment, this notice provided by the City Clerk/Secretary of the City/Trust, and;

b. That CAA agrees to include this non-discrimination clause in any subcontracts connected with the performance of City/Trust agreement(s)/contract(s).

c. In the event of CAA's non-compliance with the above non-discrimination clause, City/Trust agreement(s)/contract(s) may be canceled or terminated by the City/Trust. CAA may be declared by the City/Trust ineligible for further agreement (s)/contract(s) with the City/Trust until satisfactory proof of intent to comply is made by CAA.

**Chapter 25, Section 25-41 of the Oklahoma City Municipal Code, 2020, as amended**

**SCHEDULE "D"**  
**CONFLICTS OF INTEREST**

None Identified



**SCHEDULE "E"**  
**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 any officer or employee of any agency, a Member of Congress, any officer or employee of Congress, or any 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.
- (2) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

COMMUNITY ACTION AGENCY

BY   
Executive Director

DATE 9/9/24

ATTEST:



SECRETARY

**SCHEDULE "F"**  
**GRANT POLICY AND PROCEDURE REVIEW CERTIFICATION FORM**

**Community Action Agency Annual Grant Policy and Procedure Review Certification**

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

Initials

JS

I acknowledge that Circulars A-87, A-102, and A-133 have been superseded by 2 CFR 200 (aka Super or Omni Circular).

JS

I have read 2 CFR 200 in its entirety at least once.  
Link to 2 CFR 200: [2 CFR Part 200](#)

JS

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

JS

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

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

Jessie Thompson

(Signatory Printed Name)

Community Action Agency  
of OK & OK/CW Counties Inc.

(Organization Name)

Jessie Thompson

(Signature)

9/9/24

(Date)

Grant Project Number

B-24-MC-40-0003

Grant Title

Community Development Block Grant

[Signature]

Program Manager's Signature

9/10/24

(Date)