

CITY OF OKLAHOMA CITY
COMMUNITY DEVELOPMENT BLOCK GRANT OPERATING AGREEMENT:
FY 2023/2024
WITH COMMUNITY ACTION AGENCY OF OKLAHOMA CITY AND
OKLAHOMA/CANADIAN COUNTIES, INC. - EMERGENCY HOME REPAIR PROGRAM

WHEREAS, the Housing and Community Development Act of 1974 became effective on January 5, 1975, as amended, the "Act"; and

WHEREAS, Title 1 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, as the applicant for 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 of Oklahoma City deems it desirable to enter into an agreement with the CONTRACTOR named below for the day-to-day conduct of a Community Development Program under eligible provisions of the Act, while at the same time reserving to the CITY complete authority and responsibility for approving such Program, its funding and budget, and the terms and conditions under which the Program shall be conducted.

NOW, THEREFORE, effective retroactively from October 1, 2023, 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 the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. hereinafter called CAA or SUBRECIPIENT, having a principal place of business located at 319 SW 25th Street, Oklahoma City, Oklahoma 73109, agree to all the foregoing and further agree as follows:

1. Scope of Work/ National Objectives

As part of CITY's Community Development Program, CAA shall undertake and provide all services and products described in Schedule "A", attached hereto, and incorporated as a part hereof by reference. In addition to the Scope of Work, Schedule "A" shall identify the national objective(s) to be attained; Schedule "A-1" contains other contract provisions.

2. Term of Agreement

The term of this Agreement shall be retroactive from **October 1, 2023**, through **June 30, 2024**.

All scheduled work provided for in this Agreement shall be completed by **June 30, 2024**, and all invoices for work completed during the term of the Agreement shall be submitted to The City by **July 31, 2024**.

Each site-specific project shall require a process for competitive bidding, in accordance with 2 CFR Part 200, and shall include a process for determining acceptable bids, a notice to proceed to the acceptable bidder, and a timeline for project completion.

3. Funding/Budget (also see Schedule B to this Agreement)

In exchange for the services and products to be provided under this Agreement, CITY shall allocate to CAA FY 2023-2024 Community Development Block Grant (CDBG) 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 **\$589,939.00** as specified in Schedule "B" attached hereto and incorporated as a part hereof by reference. Activity Delivery Costs (ADCs) shall not exceed 45% of the total grant. ADCs are those allowable costs incurred for implementing and carrying out eligible housing rehabilitation activities under this Agreement, to include in this case, salaries of persons working or overseeing the program, leased office space for staff carrying out the CDBG program, and related equipment and supplies. Program Income, if any, shall be administered in accordance with Section 6.c. below.

CAA agrees to make expenditures in accordance with an approved budget as referenced in Schedule "B". It is expressly agreed and understood by the CITY and CAA that this Agreement shall not provide for compensation for any activity beyond **June 30, 2024**.

Changes to budget categories and line-item amounts may be authorized as requested by CAA in writing, and approved by the City's Project Manager, provided that the total contract amount and the ADC restrictions shall not be exceeded.

4. Day-to-Day Operation and Administration

Day-to-Day operation and administration of the community development program, which is the subject of this Agreement, including accounting responsibilities, shall be performed by and be the responsibility of CAA.

5. Subcontracts

CAA may enter into subcontracts for 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. CAA shall be responsible for the work performed by such subcontractors and for all expenditures made under such subcontracts.

CAA and its contractors and subcontractors, prior to entering a contract for the use of CDBG funds shall:

- a. Register or update registration in the System of Award Management (SAM) Federal database of debarred contractors;
- b. Maintain an active and approved SAM registration at all times during which it has an active contract or award involving CDBG funds;

- c. For all subcontracts in excess of \$25,000, CAA shall compare each contractor or subcontractor business name and UEI number against the SAM database. CAA shall print and retain the results of the SAM search in the contract file for monitoring purposes. CAA shall not award contracts to any entity that is not listed as “active” in the SAM database; and
- d. CAA shall adhere to requirements of Schedule “C” attached hereto concerning subcontract provisions for non-Federal entity contracts under Federal awards.

6. **Compliance with other laws**

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 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 based on race, color, or national origin. CAA shall maintain complete records on all applicants, and disposition of such applications.
- b. **Section 3 Compliance.** CAA shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, a copy of which is attached hereto and labeled as Schedule "D" and is incorporated as a part of this Agreement by reference. CAA SHALL INCLUDE THE PROVISIONS FOR SECTION 3 COMPLIANCE IN EACH AGREEMENT FOR SERVICES WITH A SUBCONTRACTOR. CAA shall maintain full and adequate records of compliance with applicable laws, rules, and regulations. Such records shall be open for inspection by the CITY and/or HUD or their authorized representatives.
- c. **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 states this Agreement shall specify whether program income will be returned to the CITY or retained by the CAA. No program income is envisioned under this Agreement; however, in the event that any income is generated, it shall be returned to the CITY immediately after receipt.
- d. **Administrative Requirements.**
 - i. CAA shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200. In matters of Program Income, CAA shall comply with the provisions of 24 CFR 570.504(c) and paragraph 6.c. above.
 - ii. In matters concerning Real Property, CAA shall comply with the provisions of 24 CFR 570.505.
 - iii. In matters concerning the disposition of equipment, the following shall apply:
 - In all cases in which equipment is sold, the proceeds shall be returned to the City as 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 its CDBG Program or shall be retained after compensating the CITY according to 24 CFR 570.503(b)(7)(ii).

- e. **Special Flood Hazard Areas.** CAA shall not conduct any program activities in Special Flood Hazard Areas (SFHA) or any area where the National Flood Insurance Program's floodplain management regulations apply. SFHAs are defined as areas that will be inundated by the flood event, having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. The SFHA in Oklahoma includes Zones A, AO, AH, AI-30, AE, A99, AR, AR/AI-30, AR/AE, AR/AO, AR/AH, ARIA, and VI-V30, VE, V as designated by flood insurance rate maps (FIRM) maps at <https://www.fema.gov/flood-maps>
- 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 assume The CITY'S responsibility for initiating the environmental review process under the provisions of 24 CFR Part 58; however,
 - iii. CAA shall provide all necessary information required for the CITY to complete its environmental review and responsibilities for each project contemplated for funding, and no funds shall be drawn for any project address until the site-specific environmental review process for any individual project address is complete.

No work shall be done on any property until the 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 or termination of this Agreement, the 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 shall be:
 - i. Used to meet one of the national objectives set forth in 24 CFR 570.208 until five (5) years after the expiration of the Agreement; 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 the acquisition of, or improvement to, the property.
- h. **Documentation Necessary for Required Assurances.** CAA shall appoint compliance officers to ensure that compliance provisions are met, to develop and maintain documentation necessary to assure compliance with the provisions of the Housing and Community Development Act of 1974 and such other Acts and amendments thereto and shall provide such documentation and certification as may be needed to enable the Mayor to execute assurance of compliance. In addition, CAA shall furnish such information and maintain such records as may be needed to enable both CAA and the CITY to meet the requirements of the National Environmental Policy Act and the Clean Air Act, with such regulations as adopted in connection therewith by the Environmental Protection Agency, the State of Oklahoma, or the CITY.

CAA agrees to retain all records pertaining to CDBG-funded activities for a period of three (3) years from the submission of the final expenditure report. CAA shall retain

records under the requirements of 2 CFR 200.334 through 200.337 for audits started before the expiration of a three-year period, and for certain other record retention provisions. OCHA shall retain records pursuant to the requirements of 2 CFR Part 200.334.

- i. **Religious Organizations.** CDBG funds may not be used to acquire, construct, or rehabilitate properties used primarily for religious purposes or to promote religious interests. Funded groups cannot promote or require religious beliefs, teachings, and/or interests when serving the public with CDBG funds.

7. **Reports and Audits**

CAA shall furnish to 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 CITY. HUD, CITY 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 CAA's performance and operation of the Community Development 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 its subcontractors, for the purpose of making audit examinations, excerpts and transcriptions.

Required reports include but are not limited to:

- a. CAA shall submit to the CITY an independent audit performed by an auditor familiar with HUD programs, or shall perform and submit to the CITY an audit that meets the requirements of 2 CFR 200, Subpart F. CAA shall submit to CITY a copy thereof within 30 days after the receipt of the Audit Report, but not later than nine (9) months after the end of the audit period (or not later than such longer period agreed to in advance by CITY).
- b. **Monthly Reports/Billing**
CAA shall submit the following listed documents to the CITY electronically each month. Documents are to be sent to Todd.Smith@okc.gov with copies to Kimberly.Watson@okc.gov or to such alternative persons identified upon written notification from the City. Reports for the month prior activities are **due on the 1st of each month and invoices for the month prior activities are due by the 20th of each month:**
 - i. Monthly invoices for work performed with supporting data. Accompanying data shall include a completed copy of the spreadsheet described in Schedule "E" and shall track all approved applications from approval to completion. Along with the invoices, CAA shall submit timesheets from the previous month for all program staff who are paid from the CDBG Grant.
 - ii. A Financial Status Report, in the form prescribed by the City. Said financial statement shall agree with CAA's records and accounts.

8. **Information Requests**

- a. The CITY shall prepare the formal application to HUD for CITY CDBG funds and the Consolidated Action Plan End of Year Report. When requested by the CITY,

CAA shall, within 30 days of the request, supply to the CITY information needed to complete these documents.

- b. The Planning Department is also responsible for reporting program progress and milestones on a monthly basis. CAA shall total the number of projects completed in the prior month and email the information to the Planning Department by the 7th day of the month following when such projects are completed.

9. 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, religion, sex, sexual orientation, gender identity or national origin. CAA further agrees to take affirmative action to ensure employees are treated without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such 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 "F" in a conspicuous place, available to employees and applicants for employment setting forth provisions of this section. The 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). In the event of the CAA's non-compliance with this non-discrimination clause, this Agreement may be canceled or terminated by the CITY, and CAA declared by the CITY ineligible for further contracts with the CITY until satisfactory proof of intent to comply is made by CAA. CAA agrees to sign the Non- Discrimination Statement attached and labeled as Schedule "F" and to include the non- discrimination clause contained in Schedule "F" in any subcontracts connected with performing this Agreement

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 CAA program activities. Such persons also may not have a financial interest in any CAA contract, subcontract, or agreement regarding such assisted activity, or regarding proceeds of the assisted activity, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for one year thereafter, except as outlined in Schedule "G" of this Agreement.

11. Restriction against Lobbying

CAA UNDERSTANDS THAT FUNDS PROVIDED HEREIN SHALL NOT BE USED FOR LOBBYING AND SHALL EXECUTE THE LOBBYING CERTIFICATION INCLUDED IN SCHEDULE "H" OF THIS DOCUMENT.

12. Compliance with CITY Policy Statements

- a. CITY policy statements applicable to the CITY's community development program are attached hereto and labeled as Schedule "I" and are made a part of this agreement by reference. CAA and all subcontractors shall comply with such CITY policy statements.
- b. CAA is required to complete an annual Grant Policy and Procedure Review Certification Form (Schedule "J")

13. Access to Citizens

CAA is responsible for maintaining and staffing a facility accessible to citizens seeking to conduct business with CAA on every working day of the year.

14. Hold Harmless Clause

CAA shall defend, indemnify, and save harmless the CITY from any and all claims and causes of action against said CITY for damages or injury to any person or property arising solely out of, or in connection with 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, which CAA might employ or obtain services or materials from in connection with the performance of this Agreement.

15. Subrecipient Status

CAA agrees to conduct itself in a manner consistent with such Subrecipient status and 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.

16. Conformance with 2 CFR Part 200.332

Due to CAA's subrecipient status, the following information is included in this Agreement to conform to the requirements of 2 CFR 200.332:

- a. CAA UEI: ZNJCJBHLKAS8
- b. Federal Award Identification Number (FAIN): B-22-MC-40-0003
- c. Federal Award Date: 08/10/2023
- d. Subaward period of performance and budget period: See Section 2 above
- e. Amount of Federal Funds Obligated by this Agreement: See Section 3 above
- f. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): This award is for the grantee to complete repairs of eligible owner-occupied housing units owned by qualifying low-income homeowners. The CDBG-eligible activity is 24 CFR 570.202(a)(1) and 24 CFR 570.202(b)(2) and 570.202(b)(4); and the National Objective is Low- and Moderate-Income Housing (LMH) 24 CFR 570.208(a)(3).

- g. 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 sub-award to the CAA. The CITY's contact information for the Mayor is:

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

- h. Assistance Listings. The (CFDA) Listing Number is: 14.218; Title: Community Development Block Grant.

17. Termination

This Agreement incorporates the provisions of 2 CFR 200.339 to 2 CFR 200.343, relating to remedies for noncompliance, termination, a notice of termination, opportunities to object, hearings and appeals. Under 2 CFR 200.340, this Agreement may be suspended or terminated prior to 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, upon ten (10) days' written notice from the CITY to CAA for the following reasons:

- a. Failure to perform the services set forth in the scope of services and requirements incident thereto.
- b. Making unauthorized or improper use of funds provided under this Agreement.
- c. Submission of an application, report, or other documents pertaining to this Agreement that contains a misrepresentation of any material aspect.
- d. The carrying out of the Scope of Services or the objective of this Agreement is rendered improbable, unfeasible, impossible, or illegal.
- e. Failure of the HUD to make funds available or if HUD suspends funds for any reason.
- f. Upon the determination of the CITY 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.

18. Insurance

Before work is conducted, CAA must ensure contractors/subcontractors have adequate liability and property damage and automobile liability in place- to include Workers' Compensation and Employers' Liability as applicable- that will protect all persons engaged

in work at a Program site. CAA shall retain the proof of coverage in its files and shall produce such verification to The City upon request.

19. 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 laws or equity, it is expressly agreed that the laws of the State of Oklahoma shall exclusively control same.

20. Violence Against Women Act (VAWA) Compliance

CAA shall comply with applicable provisions of the Violence Against Women Act of 2022 42 USC 13925, as previously codified in a HUD final rule, and in accordance with subsequent guidance provided by HUD.

21. Award Close Out

The award close-out process shall occur after final invoices and all required reports have been submitted to the CITY, including but not limited to Section 3 reporting, as well as the reporting required by Section 7 of this Agreement.

22. Buy American Preference

This project falls within the definition of 'infrastructure' subject to the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301, and as such, the subrecipient/contractor shall comply with all applicable HUD rules and notices, as may be amended. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), HUD has chosen to implement the Buy American Preference first with respect to all iron and steel products used in infrastructure projects that are funded with CDBG on or after November 15, 2022.

For projects with total costs of over \$250,000, all iron and steel used in the project is to be produced in the United States (US)--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the US. This requirement applies unless an exception based on cause is specifically requested from HUD and a waiver from this provision is approved, in writing.

CAA states that it possesses the experience, know-how, and ability in conducting and performing 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 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 THE FOLLOWING PAGE)

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, to the extent the law allows.

IN WITNESS WHEREOF, the parties hereto set their hands this 18th day of October 2023.

ATTEST:

Amy K. Simpson
City Clerk



CITY OF OKLAHOMA CITY

David Holt
Mayor

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

By: Jessie Thompson
Jessie Thompson, Executive Director

APPROVED as to form and legality.

Brita J. Douglas-Galley
Assistant Municipal Counselor

SCHEDULE "A" SCOPE OF WORK
SERVICES AND PRODUCTS.

CAA shall administer an Emergency Home Repair program funded under this Agreement, utilizing the CDBG Program funds as may be dedicated for such use during the term of this Agreement, specifically for accomplishing National Objective criteria "Low/ Moderate Income Housing".

Funds are to be used to accomplish repairs on owner-occupied housing for income-qualified homeowners. Household income cannot exceed 80% of the Average Median Income for the area, as defined annually by HUD, for those eligible to be assisted in this Program. Funds utilized for any other purpose shall constitute a violation of this Agreement. Funding under this Agreement is for conducting the Emergency Home Repair Program (EHR) and providing program delivery assistance to the Housing & Community Development Division of the City Planning Department.

COMMUNITY ACTION AGENCY

BY Jessie Thompson

SCHEDULE "A-1"
OTHER CONTRACT PROVISIONS

- A. Repair work shall only be performed on owner-occupied single-family homes. Any and all repairs on a single housing unit shall not exceed \$24,000.
- B. Only the following persons shall be eligible for assistance using these proceeds:
- a) Those who qualify as a citizen by birth, naturalized citizen or national of the United States; or
 - b) Have immigrant status under 8 U.S.C. §101(a)(15) or §101(a)(20) of the Immigration and Nationality Act (INA); or
 - c) Have permanent residence under §249 of INA; or
 - d) Have refugee, asylum, or conditional entry status under §§207, 208, or 203 of the INA; or
 - e) Have parole status under §212(d) (5) of the INA; or
 - f) Have threat to life or freedom under §243(h) of the INA; or
 - g) Have received Amnesty under §245(a) of the INA.

CAA shall maintain adequate procedures and records to verify compliance with this provision.

- C. CAA shall only work on homes located within low-moderate-income census tracts within Oklahoma City, but shall prioritize repairs within the SNI neighborhoods of Capitol Hill, Martin Luther King, and Metro Park areas, as specified in maps prepared by the Planning Department.
- D. Funds are to be used to provide emergency repairs on owner-occupied housing for homeowners who are appropriately income-qualified. Household income cannot exceed 80% of the Average Median Income for the Oklahoma City Metropolitan Statistical Area (MSA), as published annually by HUD. CAA shall ensure the income qualifications are met by the use of the IRS 1040 method and shall keep files documenting household income eligibility for each Project worked.
- E. CAA shall ensure that information is provided to the City, and a Part 58 Environmental review is performed before projects are contracted and within the fiscal year (July 1, 2023 to June 30, 2024) the work is undertaken. CAA shall retain records of the current Part 58 reviews in the project files.
- F. CAA shall keep an updated program manual describing processes and procedures for the EHR program.
- G. To the extent feasible, issues with a home posing immediate threats to human health- e.g., lack of water, sewage drainage, heat in the winter, or air conditioning in the Summer should receive priority for repair.
- H. CAA shall ensure that all appliances (Furnaces, Air Conditioners, and Water Heaters) meet or exceed the minimum ENERGY STAR current year standards.
- I. CAA shall ensure that all repairs meet or exceed the manufacturer's specifications and are performed in a professional manner.

SCHEDULE "B"
FUNDING BUDGET

Prior to Commencement of the Program, CAA shall submit to CITY a detailed Budget for the activity to be conducted with funds provided under this Agreement. The Budget shall identify the amount of funds to be used in home repair activity costs, and the amount of activity delivery costs anticipated by CAA, which shall not exceed 45% of the total funding award.

Emergency Home Repair Cost	\$324,466.45
Activity Delivery Cost	\$265,472.55
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Total	\$589,939.00

COMMUNITY ACTION AGENCY

BY Jessie Thompson

SCHEDULE "C"
APPENDIX II TO 2 CFR PART 200
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by CAA under this CDBG award must contain provisions covering the following, as applicable.

1. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
2. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity over \$100,000, that involve the employment of mechanics or laborers, must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work over the standard work week is permissible provided that the worker is compensated at not less than one and a half times the basic rate of pay for all hours worked over 40 hours in the work week. The requirements of 40 U.S.C. 3704 apply to construction work and provide that no laborer or mechanic must work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
3. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
4. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts over \$150,000 must contain a provision that requires the non-Federal award to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

6. Debarment and Suspension (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.
7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
8. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
9. All contracts over \$10,000 shall address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement.
10. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”.

COMMUNITY ACTION AGENCY

BY Jessie Thompson

SCHEDULE "D"
SECTION 3 COMPLIANCE

In compliance with regulations at 24 CFR Part 75 Section 3 of the 1968 Housing and Urban Development Act, as amended, regarding Equal Employment Opportunity, CAA affirms that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low -income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. No person shall be discriminated against or denied employment on the grounds of race color, national origin, age, familial status, handicap, or sex.

Awardee appoints Sarah Levingston as the Equal Employment Opportunity Officer responsible to coordinate CAA efforts, to advise and assist key personnel and staff, and officially serve as focal point for complaints regarding Section 3 compliance or concerns about discrimination.

HUD Section 3 Compliance

- (a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and Youth build participants, as defined at 24 CFR Part 75 ("Section 3 Regulations" or "Section 3 Funding").
- (b) Awardee agrees to comply with HUD's Section 3 Regulations. As evidenced by their execution of this Agreement, Awardee certifies that it is under no contractual or other impediment that would prevent it from complying with the Section 3 Regulations.
- (c) Awardee and its General Contractor, Sub-contractors, et al, shall post copies of the notice in a conspicuous place at the work site where employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- (d) Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- (e) Awardee shall include Section 3 requirements and language and a Summary of Section 3 obligations in each subcontract, bid and/or proposal for work on this project.

- (f) Recipients of Section 3 Funding must require subrecipients, contractors, and subcontractors to meet the requirements of 24 CFR §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Section 3 Recordkeeping

- (a) Awardee and all its project contractors and sub-contractors shall maintain Section 3 worker, and Targeted Section 3 worker documentation and certifications; records on labor hours worked by all workers, the labor hours worked by Section 3 workers, and those worked by Targeted Section 3 workers.
- (b) If Section 3 businesses are engaged, Awardee shall keep records documenting the Section 3 business status.

Section 3 Reporting

- (a) Awardee shall require that all contractors and sub-contractors submit required Section 3 information to enable Awardee to complete its Section 3 reporting obligations.
- (b) Section 3 Summary Reports. Awardee shall submit summary reports of Section 3 project activity to The City with every invoice submitted for payment. The Section 3 Summary Reports are to describe outreach efforts, ratios of Section 3 labor hours to total labor hours, labor hours performed by targeted workers, and worker training.
- (c) Section 3 Final Report. Awardee must track all reports and aggregate all the data to be able submit to The City a Final Section 3 Report at project completion. The Final Section 3 report is to include:
- A total of all hours worked on the project;
 - The total work hours completed by all Section 3 workers, including Targeted workers;
 - The total work hours completed by Targeted Section 3 workers; and
 - A narrative which summarizes all documented qualitative activities taken to comply with the Section 3 requirements.

The final invoice for the project will be held until the final Section 3 report is submitted.

[continued on subsequent pages]

Summary of Section 3 Obligations (24 CFR 75)

Funding recipients (contractors, subrecipients, CHDOs, grantees, developers, etc.) working on a Section 3 covered Project must:

- Inform Section 3 residents of employment and contracting opportunities (24 §75.27 Contract provisions).

A Section 3 worker is defined as one whose income for the previous calendar year is:

- 1) below income limits established by HUD, or 2) is employed by a Section 3 business concern or 3) a YouthBuild participant.

A Targeted Section 3 worker is generally one who:

- 1) is employed by a Section 3 business concern, or 2) currently or when hired, or within the last 5 years, is documented to live within one mile of the project (See 24 CFR 75.5, definitions, for more detail).

- To the greatest extent feasible, hire and train Section 3 residents to complete work on the project (24 CFR 75.19 (a) requirements). Verify eligibility based on Section 3 Income Limits [Income Limits | HUD USER \(www.huduser.gov\)](http://www.huduser.gov) for the Oklahoma City Metro FMR Area. The rule only gives preference to Section 3 residents if they meet necessary job qualifications.
- To the greatest extent feasible, contract with Section 3 businesses (24 CFR 75.19 (b) requirements). Search for a HUD Section 3 Business: <https://hudapps.hud.gov/OpportunityPortal/>. The rule only gives preference to Section 3 businesses after they meet necessary contract qualifications.

The Section 3 Final Rule continues to emphasize a goal to contract with business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan county) in which the funded project is located.

A Section 3 business is defined as one where: 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons, or 2) at least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing, or 3) over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Public notice: Include a Summary of Section 3 Obligations (in all bid/proposal solicitations. HUD no longer requires the exact text of the Section 3 Clause (24 CFR 135.38 – defunct); however, funding recipients may use the clause, to convey Section 3 obligations through their subcontracts for Section 3-covered projects (24 CFR 75.27 Contract provisions).

Submit Section 3 Summary Reports to the project manager at The City or contact identified in your funding agreement to describe outreach efforts, ratios of Section 3 labor hours to total labor hours, labor hours performed by all Section 3 workers including targeted workers, and worker training, pursuant to creating economic opportunities for section 3 workers. The City's contract

awardees must submit Section 3 reporting with every invoice submitted for payment regardless as to whether the invoice is from subcontractors or the general contractor.

Parties Subject to Section 3:

- **Subrecipients** of “Section 3-covered assistance” include those who receive HUD funding for construction or rehabilitation activities that meet the \$200,000-per-project threshold (HOME, NSP, ESG, CDBG etc.; 24 CFR 75.3 Applicability). Subrecipients report final project Section 3 accomplishments to The City with their final draw request.
- **Contractors** hired by Recipient or Subrecipient for awards that exceed the per-project threshold.
- **Subcontractors** hired by covered contractors (report through contractors).

Labor Hour Priorities:

Section 3 requires that HUD-funded award subrecipients, contractors, and subcontractors fulfill the following obligations for outreach, employment, training, and labor hours (24 CFR 75.19 Requirements, 24 CFR 75.25 Reporting, 24 CFR 75.27 Contract provisions, 24 CFR 75.31 Recordkeeping (b)(1)):

- Inform area residents with low income and businesses about project-related training and employment opportunities. (24 CFR 75.25 Reporting (b) Outreach, training, apprenticeship).
- Advise area residents what HUD Section 3 workers are and how the project grants them a priority for employment opportunities.
- Train Section 3 workers. (24 CFR 75.19 (a)). Employers must give priority for training opportunities to residents of the metropolitan area where the project happens if applicants meet the employer’s (and Federal) requirements as adequately as non-Section 3 workers do.
- Use priorities in hiring process (24 CFR §75.19 and 24 CFR 75.5). Section 3 workers living in the service area or neighborhood of the project are to get hiring priority. See “Service area”, 24 CFR 75.5 definition. Participants in HUD Youthbuild programs (Youthbuild.org) are also priorities for hiring. ** Note Oklahoma City does not presently have any Youthbuild programs.
- Satisfy HUD’s “benchmarks for training and employment,” 24 CFR 75.23 Section 3 safe harbor.

Benchmarks for employment and training:

HUD’s “benchmarks” for Section 3 labor hours combine those of direct hires and workers hired by subcontractors (24 CFR 75.25 Reporting).

Reporting metrics:

In 2022, HUD set the benchmark for Section 3 workers at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. HUD set the benchmark for Targeted Section 3 workers at 5 percent or more of the total number of labor hours worked by all workers on the Section 3 project (24 CFR 75.23 (b)).

Note: Nothing in 24 CFR 75 requires the employment of a Section 3 resident who does not meet the minimum qualifications for a position or job. (Definition of Section 3 worker, 24 CFR 75.5)

Obligations for Contracting with Section 3 Businesses:

The 2020 Final Rule includes no numerical goals for businesses. However, contracting with Section 3 businesses can help your project acquire Section 3 labor hours. Section 3-covered award funding recipients must fulfill the following obligations when they contract with other businesses to do work on the project (24 CFR 75.19 (b)):

- Include Section 3 requirements in all subcontracts and solicitations (24 CFR 75.27).
- "To greatest extent feasible" make contracts with Section 3 business concerns (24 CFR 75.5).
- Give contracting priority to Section 3 businesses that provide economic opportunities to Section 3 workers residing within the metropolitan area in which the project is located, or Section 3 businesses that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project or to participants of Youthbuild programs (see definitions, 24 CFR 75.5).

Contracting to expedite Section 3 hiring (24 CFR 75.19 (b)):

- To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, funding recipients shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area in which the project is located.
- Where feasible, priority for contracting opportunities described above should be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area (new definition) or the neighborhood of the project.

Note: Nothing in 24 CFR 75 requires subrecipients, contractors, or subcontractors to engage an unqualified business. Federal procurement rules requiring the ability to complete a contract still apply.

COMMUNITY ACTION AGENCY

BY Jessie Thompson

SCHEDULE "E"
MONTHLY REPORTS/BILLING

Monthly submittals will include electronic submittal of a copy of the Excel spreadsheet provided and will report:

- Application Approval Date
- Head of Household (HOH) Name
- Address, formatted as per the instruction sheet
- Environmental Review Date
- Special Needs
- # of Persons in household
- Household income
- Income % Low/Mod (auto calculated)
- HOH Gender
- HOH Race
- HOH Ethnicity
- Project Cost
- Activity Type
- Completion Date
- Contractor Name
- Contractor Race
- Contractor Ethnicity
- Contractor Gender
- Total Hours Worked
- Total Section 3 Worker Hours
- Total Targeted Worker Hours

Additionally, CAA shall retain records concerning approved applications by address and track those applications from approval to completion on this spreadsheet. The data shall include the required data listed above when a property reaches each milestone.

COMMUNITY ACTION AGENCY

BY Jessie Thompson

SCHEDULE "F"
NON-DISCRIMINATION STATEMENT

As a subrecipient of the CITY, and a recipient of federal funding, CAA must execute and post this statement in a conspicuous place available to employees and applicants for employment.

CAA agrees, in connection with performing 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, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, age, or disability as defined by the Americans with Disabilities Act of 1990, §3(2). The subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. CAA will, in all solicitations or advertisements for employees placed by or on behalf of the CAA, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sexual orientation, gender identity or national origin.
- c. CAA agrees to include this non-discrimination clause in any subcontracts connected with performing City trust agreement(s)/contract(s).
- d. In the event of CAA's non-compliance with the above non-discrimination clause, this agreement may be canceled or terminated by the City. The contractor may be declared by the City and or its Trusts ineligible for further agreement (s)/contract(s) with the City/Trust until satisfactory proof of intent to comply is made by the contractor.

Oklahoma City Municipal Code Chapter 25, Section 25-41.

Federal Executive Order 11246

COMMUNITY ACTION AGENCY

BY Jessie Thompson

SCHEDULE "G"

CONFLICTS OF INTEREST

None Identified

COMMUNITY ACTION AGENCY

BY Jessie Thompson

SCHEDULE "H"
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 is 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 Jessie Thompson
Executive Director

Date 10/16/2023

SCHEDULE "I"

CITY POLICY STATEMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT

A. Procurement Standards:

1. All procurement transactions, regardless of whether negotiated or advertised, and without regard to dollar value, shall be conducted in a manner as to provide maximum open and free competition consistent with the provisions of 2 CFR 200.
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 \$500 that is considered federal equipment or property shall be recorded in CAA's inventory records. The inventory shall be kept up to date and copies submitted to the Planning Department- Community Development Division staff upon request.
4. All loss, damage, or theft of equipment or supplies purchased with CDBG monies shall be investigated and fully documented by the Oklahoma City Police Department. A copy of the Police Report shall be forwarded within ten (10) days to the Planning Department, and Community Development Division and items lost due to theft shall be removed from CAA's Inventory List.

B. Federal Audits, Records

1. CAA shall employ management techniques necessary to ensure 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.
2. A record of all CDBG expenditures including payroll, purchase vouchers, claims, etc. shall be kept on file by the CAA and reserved for a four-year period for federal audit.
3. Programmatic reports shall be retained by the CAA for the period(s) specified in 2 CFR 200.334.
4. Expenditures by CAA prior to the term of this Agreement shall not be eligible expenditures under CDBG funding.
5. CAA shall submit to the CITY a copy of any audit reports pertaining to the use of CDBG funds.
6. CAA shall comply with the independent audit provisions Requirements of 2 CFR Part 200.501 if applicable.

- C. Insurance. CAA shall furnish copies of all licenses and certifications of Public Liability Insurance for all CDBG Programs within two weeks after the execution of this Agreement.

The requirements of Schedule "I" of this Agreement are herewith acknowledged and understood.

COMMUNITY ACTION AGENCY

BY Jessie Thompson

