

**CITY OF OKLAHOMA CITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT
FY 2023/2024
WITH THE OKLAHOMA CITY HOUSING AUTHORITY**

This Community Development Block Grant FY 2023-24 Funding Agreement, hereinafter called "Funding Agreement" or otherwise "Agreement" is made this 14th day of September, 2023, between The City of Oklahoma City, hereinafter called "The CITY," or "CITY," having its principal place of business at 200 North Walker, and the Oklahoma City Housing Authority, hereinafter called "OCHA", or "Contractor," having its principal place of business at 1700 NE 4th Street, Oklahoma City, Oklahoma 73117.

RECITALS

WHEREAS, the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et. seq.), [hereinafter, Act] as amended, authorizes Federal assistance from the United States Department of Housing and Urban Development (HUD) to be awarded to local communities such as The City of Oklahoma City; and

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

WHEREAS, Title I of the Act contemplates the use of Community Development Block Grant funds (CDBG) for 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 HUD; and

WHEREAS, the City Council of The City of Oklahoma City, as 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 further deems it desirable to enter into an agreement with the Oklahoma City Housing Authority for the day-to-day conduct of the CDBG activities approved by this Agreement under eligible provisions of the Act, while reserving to The City of Oklahoma City complete authority and responsibility for such activities, the funding and budget thereto, and the terms under which the activities shall be conducted; and

WHEREAS, OCHA is willing and capable of carrying out the responsibilities contemplated and implied under the Act, and deems it desirable to enter into agreement with The CITY, and commits to perform the eligible CDBG activity of public housing modernization of single family units to meet the national objective to provide housing for low- and moderate-income individuals and families.

NOW, THEREFORE, effective **July 1, 2023**, the parties to this Agreement agree to the foregoing and further agree as follows:

1. Scope of Work / National Objectives

As part of the CITY's Community Development Program, OCHA will undertake and provide all services and products described in the Project Description/Scope of Work Schedule "A", attached hereto and incorporated as a part hereof by reference. Schedule "A1," attached hereto, contains other miscellaneous or special provisions.

2. Schedule of Work/Project Timeline

The term of this Agreement shall be from **July 1, 2023 to June 30, 2024**.

All scheduled work provided for in this Agreement shall be completed **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, 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, the CITY shall allocate to OCHA FY 2023-24 Community Development Block Grant (CDBG) funds for the purposes set forth in this Agreement as such funds become available from the Federal Government, **and from no other source**; provided however, that such compensation to OCHA shall not exceed \$235,000.00, as specified in Schedule "B" attached hereto and incorporated as a part hereof by reference, or subsequent revised budget. Program Income, if any, shall be administered under Section 6c(i) and (ii) below.

Specific funding identified and provided for in this Agreement is described as follows:

FY 2023-24 allocated funds \$ 235,000.00

4. Expenditures

OCHA agrees to make expenditures under the attached Schedule "B" and in accordance with special provisions in Schedule "A-1." It is agreed and understood by the CITY and OCHA that this Agreement shall not provide for compensation for work beyond the end of CITY's applicable fiscal year, that being **June 30, 2024**.

5. Subcontracts

OCHA 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. OCHA shall be responsible for the work performed by such subcontractors and for all expenditures made under such subcontracts.

- a. OCHA and its contractors and subcontractors shall comply with requirements established by the System for Award Management (SAM) database, and the Federal Funding Accountability and Transparency Act, including 2 CFR Part 25, Appendix A to Part 25, and 2 CFR Part 170.
- b. OCHA and its contractors and subcontractors, prior to entering a contract for the use of CDBG funds shall:
 - (i) Register or update registration in the System of Award Management (SAM) Federal database of debarred contractors, and;
 - (ii) Maintain an active and approved SAM registration with current information at all times during which it has an active contract or award involving CDBG funds.
- c. For all subcontracts in excess of \$25,000, OCHA shall compare each contractor or subcontractor business name and UEI number against the SAM database. OCHA shall print

and retain the results of the SAM search in the contract file for monitoring purposes. OCHA shall not award contracts to any entity that is not listed as “active” in the SAM database.

- d. OCHA shall adhere to requirements of Schedule “H” attached hereto concerning subcontract provisions for non-Federal entity contracts under Federal awards.
- e. OCHA certifies by execution of this Agreement that neither it nor its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

6. Cross-cutting Requirements

OCHA 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:

- 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. OCHA shall maintain complete records on all applicants for three years from the end date of this Agreement.
- b. Section 3 Compliance. OCHA 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 "C" and is incorporated as a part of this Agreement by reference. OCHA SHALL INCLUDE THE PROVISIONS FOR SECTION 3 COMPLIANCE IN EACH AGREEMENT FOR SERVICES WITH A SUBCONTRACTOR. OCHA 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 OCHA of program income as defined in 24 CFR 570.500(a) shall be as set forth in the provisions of 24 CFR 570.504(c) which requires this Agreement to specify whether program income will be returned to the CITY or retained by the OCHA. This agreement anticipates no program income to be generated from allowable uses of these funds. However, to satisfy the regulatory provision, OCHA hereby agrees to return to the CITY any program income received. Program income, in the unlikely event it is generated, shall be returned to the CITY under the following procedure:
 - (i) OCHA shall return program income to the CITY immediately after receipt in any instance where the total amount received is \$1,000.00.
 - (ii) Program income received by OCHA in amounts less than \$1,000.00 may be accumulated until the total reaches or exceeds \$1,000.00 and then such income shall be returned to the CITY, provided however, that any accumulated program income shall be returned to the CITY at least monthly.
- d. Administrative Requirements. OCHA shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200, which requirements and principles apply to non-Federal entities that receive Federal awards.

In matters concerning real property acquired or improved using CDBG funds, OCHA shall comply with 24 CFR 570.505, which provisions apply to property change of use.

In matters concerning the disposition of equipment, the following shall apply:

- (i) Where 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
- (ii) Equipment not needed for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the CITY at the (determine rate of compensation, i.e. prorated, etc.)

Concerning termination of this Agreement, OCHA shall comply with 24 CFR 570.503 and Section 16 of this Agreement.

- e. Environmental Responsibilities. OCHA shall carry out each activity in compliance with all Federal laws, regulations described in Subpart K of 24 CFR 570, and program requirements except that:
 - (i) OCHA does not assume the CITY'S environmental responsibilities regarding 24 CFR 570.604; and
 - (iii) OCHA does not assume the CITY'S responsibility for initiating the review process under 24 CFR Part 58; however,
 - (iv) OCHA 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.
 - (v) 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 site-specific environmental review.
- f. Reversion of Assets. Upon the expiration of this Agreement OCHA 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 OCHA'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 in 24 CFR 570.208; or
 - (ii) Disposed of so it results in the CITY being reimbursed the value of the CDBG investment in the asset or the current fair market value of the asset based on a current (within six months) appraisal that meets the appraisal requirements of 49 CFR 24.103.
- g. Documentation Necessary for Required Assurances. OCHA shall appoint compliance officers to ensure compliance provisions are met, to develop and maintain documentation necessary to assure compliance with the Housing and Community Development Act of 1974 and such other Acts and amendments thereto and shall provide such documentation and certification as needed to enable the Mayor, and the Chief Executive Officer of the CITY, to execute assurance of compliance. In addition, OCHA shall furnish such information and maintain such records as needed to enable both OCHA and the CITY to meet the National Environmental Policy Act and the Clean Air Act, along with such regulations as adopted in connection therewith by the Environmental Protection Agency or the State of Oklahoma.

OCHA agrees to retain all records pertaining to CDBG funded activities for three (3) years from the end date of the Agreement under which the activities were funded. OCHA shall retain records pursuant to the requirements of 2 CFR Part 200.334.

- h. Davis-Bacon and Related Acts (DBRA) (29 CFR Part 5, Subpart A) All contractors and subcontractors performing on Federal contracts over two thousand dollars (\$2,000.00) (and contractors or subcontractors performing on federally assisted contracts under the related Acts), except regarding contracts or subcontracts for the rehabilitation or construction of residential property containing less than eight (8) units, shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the DBRA wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. OCHA shall ensure the applicable wage rates are specified and DBRA labor standard clauses included in covered subcontracts.

Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

Contractors and subcontractors on prime contracts over one hundred thousand dollars (\$100,000) are required under the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), to pay employees one and one-half times their basic rates of pay for all hours over forty (40) worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

Every employer performing work covered by the labor standards of the DBRA shall post the WH-1321 "Employee Rights Under the Davis-Bacon Act" poster at the site of the work in a prominent and accessible place where it may be easily seen by employees. There is no particular size requirement. The wage determination shall be similarly posted.

OCHA shall maintain payroll and basic records for all laborers and mechanics during the course of the work and for three (3) years thereafter. Records to be maintained include:

- (i) Name and address of each employee
- (ii) Each employee's work classifications
- (iii) Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- (iv) Daily and weekly numbers of hours worked
- (v) Deductions made and the purpose and the authority/consent for those deductions
- (vi) Actual wages paid
- (vii) If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- (viii) If applicable, detailed information regarding approved apprenticeship or trainee programs.

7. Bonding and Insurance

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

8. Reports and Audits

OCHA 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, OCHA shall provide any other reports reasonably deemed necessary by CITY. CITY, the Federal Grant agency 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 OCHA'S performance and operation of the community development program to be performed under this Agreement; and in connection therewith, the above mentioned entities may inspect any records, books, documents, or papers of OCHA and the subcontractors of OCHA, for the purpose of making audit examination, excerpts and transcriptions.

Required reports include but are not limited to:

- a. Reporting of records kept under 24 CFR 570.506.
- b. OCHA shall submit to the CITY an annual compliance report within 60 calendar days from the end date of this Agreement, which report shall include the address of each activity; funds expended for each activity; designation of CDBG-assisted units meaning unit size, type, tenant household income, household type, race, gender, ethnicity, whether female head of household, the rent charged on the unit and the tenant portion of the rent payment.
- c. Along with or prior to the first draw of funds under this Agreement, OCHA shall submit to the CITY its previous year's Minority Business Enterprise and Women Business Enterprise report on Form HUD-2516, including data from all subcontractors.
- d. Along with or prior to the first draw of funds under this Agreement, OCHA shall submit to the CITY its current or previous year's Section 3 Compliance Report including data from all contractors or subcontractors receiving payment with CDBG funds.
- e. At the CITY's request, OCHA shall submit to the CITY an independent annual 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- Audit Requirements.

9. Preparation of Community Development Grant Application

The CITY shall be responsible for preparing the formal application to HUD for CITY CDBG funds. When requested by the CITY, OCHA shall within 30 days of the request supply to the CITY information necessary for the completion of such application.

10. Personnel Policies and Internal Procedures

Personnel policies and operating procedures of OCHA shall be the responsibility of and shall be determined by OCHA; PROVIDED HOWEVER, THAT OCHA IS RESPONSIBLE FOR MAINTAINING AND STAFFING A FACILITY ACCESSIBLE TO CITIZENS SEEKING TO CONDUCT BUSINESS WITH OCHA ON EVERY BUSINESS DAY OF THE YEAR. Such policies and procedures shall be in accordance with applicable laws and regulations. Copies of such personnel policies and operating procedures, including any amendments thereto, shall be furnished to the CITY upon request.

11. Citizen Participation

OCHA shall take such actions as may be necessary or appropriate to assure ongoing citizen participation in the projects or activities funded under this Agreement, as required by applicable law, regulations, guidelines, and CITY policy statements.

12. Conflict of Interest

No member, officer, or employee of the CITY, or its designees or agents, no member of the governing body of the CITY, and no other public official of the CITY who exercises or has 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 regarding such assisted activity, or regarding proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during his/her tenure or for one year thereafter, except as outlined in Schedule "E", if applicable, which is incorporated as a part of this Agreement by reference. OCHA shall immediately disclose an awareness of any perceived conflict of interest regarding this operating agreement.

13. Non-Discrimination Certificate

With the performance of this Agreement OCHA agrees not to discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, sex, familial status, handicap, age or ancestry. OCHA further agrees to take affirmative action to ensure that 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.

OCHA shall post the Non-Discrimination Statement attached and labeled as Schedule "D" in a conspicuous place, available to employees and applicants for employment setting forth provisions of this section. OCHA 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 OCHA's non-compliance with this Non-Discrimination Statement, this Agreement may be canceled or terminated by the CITY and OCHA declared by the CITY ineligible for further contracts with the CITY until satisfactory proof of intent to comply is made by the OCHA. OCHA agrees to sign the Non-Discrimination Statement attached and labeled as Schedule "D" and to include the non-discrimination clause contained in Schedule "D" in any subcontracts connected with performing this Agreement.

14. Hold Harmless Clause

OCHA shall defend, indemnify and save harmless the CITY from any claims and causes of action against the 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 OCHA, its subcontractors, agents or employees under this Agreement. In addition to the foregoing, OCHA agrees to hold harmless the CITY from any liability arising from the claims of OCHA's subcontractors or any others whom OCHA might employ or from whom services or materials might be obtained in connection with performance of this Agreement.

15. Contractor Status

OCHA agrees to conduct itself in a manner consistent with its contractor 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

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

- 1) OCHA UEI: CBCMRLXMUWC1;
- 2) Federal Award Identification Number (FAIN): B-23-MC-40-0003;
- 3) Subaward period of performance and budget period: See Section 2 above;
- 4) Amount of Federal Funds Obligated by this Agreement: See Section 3 above;
- 5) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): This award is a grant for the modernization, or make-ready rehabilitation, of low-income, single family public housing units owned in trust by the Oklahoma City Housing Authority. The CDBG-eligible activity is 24 CFR Part 570.202(a)(3) and § 570.202(b)(2); and the National Objective is Low- and Moderate-Income Housing (LMH) § 570.208(a)(3);
- 6) 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 the OCHA. 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;
- 7) Assistance Listing Number (aka CFDA): 14.218; Title: Community Development Block Grant.

17. 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 OCHA, when practical, 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 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.

- 18. OCHA shall execute a lobbying certification (Schedule "F" attached and incorporated herein by reference).
- 19. City Grant Policies and Procedures.
OCHA shall read 2 CFR Part 200 and then sign the Grant Policy and Procedure Review Certification form attached to this Agreement as Schedule "G."
- 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 same.
- 21. Violence Against Women Act (VAWA) Compliance
OCHA shall comply with applicable provisions of the 2022 reauthorization of the Violence Against Women Act, 34 U.S.C. 12491, et seq. as previously codified in a HUD final rule, FR-6330-N-01, and in accordance with subsequent guidance provided by HUD.
- 22. Award Close Out
The award close-out process shall involve submission of the report required by Section 8.b. of this Agreement.

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

OCHA states it possesses 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 the CITY. OCHA 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 appear on subsequent page]

IN WITNESS WHEREOF, the parties hereto set their hands this 26 day of July, 2023.

ATTEST:

OKLAHOMA CITY HOUSING AUTHORITY

Matthew Mills
SECRETARY

[Signature]
EXECUTIVE DIRECTOR

ATTEST:

CITY OF OKLAHOMA CITY

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED as to form and legality.

Nita F. Douglas-Gall
Assistant Municipal Counselor

SCHEDULE "A"
PROJECT DESCRIPTION/SCOPE OF WORK

OCHA shall administer the activity funded under this Agreement, utilizing the CDBG Program funds dedicated to the CDBG eligible activity, "rehabilitation of public housing," during the term of this agreement for accomplishing the National Objective criteria, "Low-Moderate Income Housing." Funds utilized for any other purpose shall constitute a violation of this Agreement.

Funding under this agreement, specifically, is for modernization of OCHA-owned, scattered-site single family (i.e. one to four) affordable housing units. The number of units assisted will be determined by competitive bid up to but not exceeding funding available under this award.

OCHA INITIALS

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SCHEDULE "A-1"

SPECIAL PROVISIONS

Audit Requirements

OCHA shall notify the Planning Department upon Planning's request of OCHA'S status under the audit requirements of 2 CFR Part 200, Subpart F.

Special Provision for Drawing funds

1. OCHA shall make draw requests either in proportion to other funds involved in the project, or on percentage of project completion. For example, if the total for a project costs \$1 million and CDBG funding in that project is \$235,000.00, the proportion of CDBG funds in the project is 23.5% of the total project cost. Under such scenario, the draw options, by way of the example, would be:
 - a. CDBG pays 23.5% of each draw (only the eligible CDBG costs of each billing); or
 - b. At, for example, 15% project completion, 15% of CDBG allocated to the project may be drawn for eligible costs. At 50% completion, 50% of CDBG may be drawn, etc.
2. Back up documentation shall be provided and appropriate to evidence whichever draw approach is utilized. For example:
 - a. Approach #1, would require itemized billing for which CDBG funds are being drawn and identification of other sources used to cover the balance of the billing.
 - b. Approach #2, would require the OCHA or its representative, i.e. project architect, to certify percentage of work complete, along with a schedule of completion showing the work relevant to the billing.
3. The process for drawdown of funds is:
 - a. OCHA shall submit invoices to the CITY on agency letterhead along with sufficient backup documentation to evidence a) need, or b) work performed. For example, need may be evidenced by an approved draw schedule and the draw request submitted by the trade subcontractor along with progress reports in fulfillment of that schedule. Work performed may be evidenced by supplier or vendor invoices. The OCHA should also have sufficient evidence to demonstrate relative CDBG proportionality or percentage to the project or draw as described above.
 - b. Draw requests from OCHA shall be due to the CITY on the Tuesday before noon 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.
 - c. 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 OCHA within three (3) business days of invoice receipt.
4. OCHA shall work with The CITY to schedule an inspection of each housing unit assisted under this Agreement before the final draw of funds for the assisted unit. Inspections shall be scheduled by OCHA with CITY Housing Rehab staff.

5. Progress draws will not be allowed without an inspection of work performed during the progress period. If CITY Housing Rehab staff are not available to perform progress inspections, progress draws will not be allowed. If the scope of work is not sufficiently itemized to allow inspectors to determine level of progress, a progress draw claim will not be allowed.
6. Program Match: There is no requirement for matching funds under this award.

SCHEDULE "B"

BUDGET AND DRAW REQUESTS

The CDBG portion of the project shall not exceed \$235,000.00. Before commencement of the activity(ies) for which funds are provided, OCHA **shall submit to the CITY information necessary for the CITY to perform a site-specific environmental review for each project address.**

It is understood by OCHA that the CDBG budget shall not be exceeded.

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

- 1) OCHA shall submit an invoice 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 as described in Schedule "A-1" section 3.a. of this Agreement.
- 2) OCHA 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.
- 3) OCHA shall submit with its draw requests or have previously submitted its initial Section 3 report(s) for the current or previous year's activities. Section 3 reports apply to vendors and subcontractors as applicable.
- 4) OCHA shall ensure that a submitted draw request is date-stamped as received by the Planning Department. At the time of submission, OCHA 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.
- 5) All draws for work performed during the term of the Agreement must be made by July 31, 2024.
- 6) Progress draws shall require an inspection by City staff except for draws for kitchen cabinet installation.
- 7) Final draws shall be approved only after completion of a City rehab inspector's final (signed) punch list.
- 8) See Schedule "A-1" to this Agreement for additional information on special provisions for drawing funds.

SCHEDULE "C"
SECTION 3 COMPLIANCE

In compliance with regulations at 24 CFR Part 75, the established rules from Section 3 of the 1968 Housing and Urban Development Act, as amended, regarding Equal Employment Opportunity, the recipient of the award (awardee) that is the subject of this Agreement affirms that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to persons having low incomes and to business concerns which provide economic opportunities to persons with low incomes. Additionally, 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 Mark W. Gillett (name of individual) as the Equal Employment Opportunity Officer responsible to coordinate awardee's 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 Youthbuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").
- 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(s) for the project will be held until the final Section 3 report is submitted.

[continued on subsequent pages]

SCHEDULE “C” (continued)

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 (§75.27 Contract provisions).

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

- 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:

- 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 defn. for more detail).

- To the greatest extent feasible, hire and train Section 3 residents to complete work on the project (§75.19 (a) requirements). Verify eligibility based on Section 3 Income Limits [Income Limits | HUD USER \(www.huduser.gov\)](#) 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 (§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 (§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.; §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 (§75.19 Requirements, §75.25 Reporting, §75.27 Contract provisions, §75.31 Recordkeeping (b)(1)):

- Inform area low-income residents and businesses about project-related training and employment opportunities. (§75.25 Reporting (b) Outreach, training, apprenticeship).
- Advise area residents what HUD Section 3 workers are and how the project grants them priority for employment opportunities.
- Train Section 3 workers. (§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 (§75.19, §75.5). Section 3 workers living in the service area or neighborhood of the project are to get hiring priority. See "Service area", §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," §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 (§75.25 Reporting).

Reporting metrics:

HUD has 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 (§75.23 (b)).

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

Obligations for Contracting with Section 3 Businesses:

The Section 3 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 (24CFR 75.19 (b)):

- Include Section 3 requirements in all subcontracts and solicitations (§75.27).
- "To greatest extent feasible" make contracts with Section 3 business concerns (§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, §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 ability to complete a contract still apply.

SCHEDULE "D"
NON-DISCRIMINATION STATEMENT

As a Subrecipient/Contractor of the CITY, OCHA must execute and post this statement in a conspicuous place available to employees and applicants for employment.

OCHA agrees, in connection with performing work under agreement(s)/contract(s) with the CITY or its public trusts:

a. That OCHA will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. OCHA 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: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

b. OCHA agrees to include this non-discrimination clause in any subcontracts connected with performing City/Trust agreement(s)/contract(s).

c. In the event of OCHA'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.

OKLAHOMA CITY HOUSING AUTHORITY

BY



**SCHEDULE “E”
CONFLICTS OF INTEREST**

None Identified

SCHEDULE "F"
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 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 the awarding of any Federal contract, making any Federal grant, making 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 Contractors shall certify and disclose accordingly.

OKLAHOMA CITY HOUSING AUTHORITY

BY 
CHAIRPERSON/PRESIDENT

DATE 7/27/23

ATTEST:

SECRETARY 

SCHEDULE "G"
ANNUAL GRANT POLICY AND PROCEDURE REVIEW CERTIFICATION

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

Initial

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

mg I have read 2 CFR 200 in its entirety at least once
Link to 2 CFR 200: https://ecfr.io/Title-02/cfr200_main

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

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

mg 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.

List of Active Grants (attach additional sheets if necessary)

Grant Project Number

Grant Title

B-23-MC-40-0003

CDBG

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

Mark Gillett
(Contractor's Printed Name)

[Signature]
(Contractor's Signature)

7/26/23
(Date)

SCHEDULE “H”
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 OCHA under this CDBG award must contain provisions covering the following, as applicable.

1. Davis Bacon provisions (previously referenced in section 6h of the Agreement) as applicable.
2. 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.
3. 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.
4. 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.
5. 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).
6. 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).

7. 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.
8. 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.
9. 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.
10. All contracts over \$10,000 must 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.
11. 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.”