

**CITY OF OKLAHOMA CITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
OPERATING AGREEMENT
FY 2023/2024
WITH OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

WHEREAS, The Housing and Community Development Act of 1974 (42 U.S.C. §5301; Public Law 93-383) became effective on January 5, 1975, as amended, the "Act"; and

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

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

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

WHEREAS, the City Council of The City of Oklahoma City (hereinafter called The 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 deems it desirable to enter into an agreement with the SUBRECIPIENT 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 the approval of such a community development program, its funding and budget, and the terms and conditions under which the program shall be conducted.

NOW, THEREFORE, effective retroactively from **July 1, 2023**, The CITY, a municipal corporation, having a principal place of business at 200 North Walker, Oklahoma City, Oklahoma 73102, and **Oklahoma City Urban Renewal Authority** as a CDBG program SUBRECIPIENT under 24 CFR 570.500(c); (hereinafter called OCURA), having a principal place of business located at 105 N. Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102, agree to all the foregoing and further agree as follows:

1. **Scope of Work / National Objectives**

As part of The CITY's Community Development Program, OCURA shall undertake and provide eligible activities and services described in Schedule "A" Scope of Work/National Objectives, 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 Miscellaneous Provisions.

2. **Term of Agreement**

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 by **June 30, 2024**.

3. **Funding**

a. In exchange for the services and products to be provided under this Agreement The CITY shall allocate to OCURA **FY 2023-24** CDBG funds in the amount of **\$788,880.00** for Slum and Blight disposition, cleanup and/or environmental remediation of contaminated sites, and Urban Renewal Area (URA) completion activities (i.e., eligible activities addressed under a HUD approved Urban Renewal Area close-out plan.). Such funds may alternatively be used for activities which benefit persons with Low- to Moderate- income (LMI), subject to prior approval from The CITY's Housing & Community Development Division. In addition, The CITY shall:

- (i) Allocate unexpended funds carried forward from prior program years in the amount of **\$430,929.12** for qualifying public facilities activities. This allocation was funded in the FY 2022-23 program year with \$478,535 in recaptured program income carried forward from prior year Agreements. These funds are to be used exclusively for the following eligible activities: Acquisition, engineering and design, construction, rehabilitation and/or installation of public facilities and improvements. Eligible activities may include infrastructure improvements (construction or installation) including, but not limited to streets, curbs, and water/sewer lines.
- (ii) The total funding provided pursuant to this Agreement shall be **\$1,219,809.12**; but only as such funds are available from the Federal Government, **and from no other source.**

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

Slum and Blight Activities and/or LMI Activities FY 2022-23	\$	788,880.00
General Public Facilities Activities-Miramar Sewer Extension <u>and/or substitute Project(s)</u>	\$	<u>430,929.12</u>
Total	\$	1,219,809.12

b. OCURA shall not commit any portion of funding until and unless notified by The CITY, in writing, that the project intended for fund commitment has been reviewed by The CITY in accordance with 24 CFR Part 58, and such funds have been set-up in OCURA'S account and are available for use. The 24 CFR Part 58 environmental review process shall be completed prior to the release of funds.

c. OCURA agrees to make expenditures in accordance with Schedule "A" and the process for Draw Requests as set forth in the provisions of Schedule "B" attached hereto and incorporated as a part hereof. It is expressly agreed and understood by The CITY and

OCURA that this Agreement shall not provide for compensation beyond the end of The CITY's present fiscal year, that being **June 30, 2024**.

d. Funding under this Agreement is to be used exclusively for CDBG eligible activities undertaken during the Term of the Agreement.

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 OCURA.

5. **Contracts/Subcontracts**

OCURA may enter into contracts or subcontracts for necessary assistance in completing the scope of work that is the subject of this Agreement. Such contracts and subcontracts shall be in accordance with applicable law and regulations; and further, OCURA shall be responsible for the work performed by such contractors and subcontractors and for all expenditures made under such subcontracts. OCURA shall ensure, prior to entering into any contract utilizing CDBG funds, that the vendor, contractor or subcontractor is eligible to receive federal contracts and properly registered in the federal database System for Award Management (SAM) at www.sam.gov, by vendor or subcontractor name. OCURA shall obtain for each vendor, contractor, or subcontractor a Unique Entity Identifier (UEI) number assigned by the U.S. General Services Administration (GSA) in the SAM.gov database and shall print and retain the results of each search in the project/activity file.

6. **Compliance with other requirements**

OCURA shall comply with all federal, state and municipal laws, rules and regulations applicable to the community development program that is the subject of this Agreement, with particular attention to the following:

a. **Section 3 Compliance**

OCURA shall comply with the provisions of 24 CFR Part 75 regarding Section 3 of the Housing and Urban Development Act of 1968, as amended, certain provisions of which are attached hereto and labeled as Schedule "C" and is incorporated as a part of this Agreement by reference. **For all construction projects, OCURA shall ensure provisions for Section 3 compliance are included within written agreements with all contractors and subcontractors for work performed under this agreement.** (Note this rule was recently revised; Section 3 provisions were formerly codified at 24 CFR 135.) It is specifically agreed and understood by both parties hereto that OCURA shall comply with all applicable HUD regulations. OCURA 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.

b. **Program Income Receipt and Disposition**

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

To satisfy the regulatory provision, OCURA shall manage program income in accordance with the following procedure:

- (i) Except as provided in paragraph 3.a.(i), OCURA shall return program income to The CITY immediately after receipt in any instance where the total amount received exceeds \$1,000.00.
- (ii) Except as provided in paragraph (i) above, Program income received by OCURA in amounts less than \$1,000.00 may be accumulated by OCURA until the total reaches or exceeds \$1,000.00, then return such income to The CITY - provided, however, that in any case accumulated program income shall be returned to The CITY at least monthly.

c. Administrative Requirements.

- (i) OCURA shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200. OCURA shall fully read 2 CFR Part 200 and then sign the Grant Policy and Procedure Review Certification form attached to this Agreement as Schedule "F."
- (ii) In matters of Program Income, OCURA shall comply with the provisions of 24 CFR 570.504(c) and paragraph 6b above.
- (iii) In matters concerning Real Property, OCURA shall comply with the provisions of 24 CFR 570.505.
- (iv) In matters concerning the disposition of equipment, 24 CFR 85.32 shall apply:
 - In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - Equipment not needed for CDBG activities shall be transferred to The CITY for the CDBG program or shall be retained after compensating The CITY.

d. Environmental Responsibilities

The CITY shall not reimburse OCURA for any project expenses incurred before the Part 58 environmental review is completed. OCURA shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR 570, except that:

- (i) OCURA does not assume The CITY'S environmental responsibilities with respect to 24 CFR 570.604; and
- (ii) OCURA does not assume The CITY'S responsibility for initiating the Environmental Review process under the provisions of 24 CFR Part 58.
- (iii) OCURA 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 until the site-specific environmental review process for the individual project is complete.

e. Reversion of Assets

If this Agreement is terminated or expires without a replacement Agreement in place for the use of CDBG funds, OCURA 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 OCURA's control that was acquired or improved in whole or in part using more than \$25,000 of CDBG funds shall be:

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

f. Documentation Necessary for Required Assurances

OCURA shall appoint **Kenton Tsoodle** as compliance officer(s) to ensure that regulatory provisions and the terms of this Agreement 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, and the Chief Executive Officer of the City, to execute assurance of compliance.

OCURA shall furnish such information and maintain such records as may be needed to enable both OCURA and The CITY to meet the requirements of the National Environmental Policy Act and the Clean Air Act, along with such regulations as may be adopted in connection therewith by the Environmental Protection Agency, the State of Oklahoma, or The CITY.

g. Records Retention

OCURA agrees to retain all records pertaining to CDBG-funded activities. For awards that are renewed annually, the minimum records retention period referenced in 2 CFR 200.333 pertaining to individual CDBG activities is three (3) years. The retention period will start from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient; therefore, as a matter of practice, records shall be retained four (4) years from the final expenditure date.

h. Religious Organizations

CDBG funds may not be used for religious activities or provided to primarily religious entities for inherently religious activities. Requirements described in 24 CFR 570.200(j), and 24 CFR §5.109 shall apply.

7. Cross-cutting Requirements

OCURA shall comply with all applicable federal, state and municipal laws, rules and regulations applicable to the use of CDBG that is the subject of this Agreement, with particular attention to the following:

a. Title VI of the Civil Rights Act, As Amended by Public Law 102-166-NOV. 21-1991, 105 STAT, 1075

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, religion, sex or national origin. OCURA shall maintain complete records on all applicants, and disposition of such applications to document compliance with this section.

b. Davis-Bacon and Related Acts (DBRA)

OCURA shall assure that all contractors and subcontractors performing on federal contracts exceeding two thousand dollars (\$2,000.00) that involve construction or rehabilitation (to include demolition activity associated with construction), comply with the requirements of DBRA, as required in The Davis Bacon Act of 1931, as amended. Under this legislation, federal government construction contractors on covered public buildings and public works projects must pay the 'prevailing wage' to laborers and mechanics performing covered work financially assisted with federal funds. Contracts for the rehabilitation or construction of residential properties containing less than eight (8) units are excluded. DBRA covered contractors and subcontractors 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. DBRA labor standard clauses shall be included in covered contracts and subcontracts.

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

Contractors and subcontractors on prime contracts exceeding one hundred thousand dollars (\$100,000) are required, pursuant to the Contract Work Hours and Safety Standards Act in 40 U.S.C. §3701 et seq; 29 CFR Part 5, to pay employees one and one-half times their basic rates of pay for all hours over forty (40) worked on a covered contract work in a workweek. Covered contractors and subcontractors shall also pay employees weekly and 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.

DBRA requires that Contractors maintain payroll and personnel records for all laborers and mechanics during the course of the work, and for a period of three years after project completion. Records to be maintained include:

- (i) Name, address, and Social Security number 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
- (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

c. Build 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.

8. Reports and Audits

OCURA shall furnish to The CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, and guidelines. Further, OCURA shall provide any other reports deemed reasonably necessary by The CITY. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review OCURA'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 OCURA and the contractors or subcontractors of OCURA, for the purpose of making audit examination, excerpts and transcriptions.

Required reports include but are not limited to:

- a. Reporting of records kept in accordance with 24 CFR 570.506.
- b. For any construction related activity subject to Davis-Bacon (DBRA), OCURA is required to submit payroll reports completed by the employer on a weekly basis to the

City throughout the construction period. Invoices related to such activities will not be paid until properly completed DB forms are received for the work performed.

- c. Along with or prior to the first draw of funds under this Agreement, OCURA shall submit to The CITY its previous year's **Minority Business Enterprise and Women Business Enterprise Report**, including data from all contractors and subcontractors.
- d. Along with or prior to drawing funds under this Agreement, OCURA shall submit applicable **Section 3 Compliance Report** information including data from all contractors and subcontractors.
- e. OCURA 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. The audit shall be submitted to The CITY within 30 days after receiving the completed audit report.
- f. OCURA shall submit to The CITY copies of any police report related to loss or damage to properties purchased or rehabilitated with CDBG funds within 10 business days from the date of loss or damage.

9. **Citizen Participation**

OCURA 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 laws, guidelines and regulations in 24 CFR § 91.105, and the adopted Citizen Participation Plan of The CITY.

10. **Conflict of Interest**

No covered persons, including a member, officer, or employee of The City or OCURA, 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 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 with respect to 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 or her tenure or for one year thereafter. The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 24 CFR 570.611, which include, but are not limited to the following:

- a. OCURA shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of OCURA shall participate in the selection, the award or the administration of a contract supported by Federal funds which would involve a conflict of interest, real or apparent.
- c. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of The City, OCURA, or any designated public agency.

11. **Non-Discrimination Certificate**

In connection with the performance of this Agreement, OCURA agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. OCURA further agrees to take affirmative action to ensure that employees are treated without regard to race, color, religion, sex, sexual orientation, gender identity or national origin - which actions shall include, but not be limited to employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including internship.

OCURA shall post the Non-Discrimination Statement attached hereto and labeled as Schedule “D” in a conspicuous place, available to employees and applicants for employment setting forth provisions of this section. OCURA further agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60). If OCURA does not comply with this Non-Discrimination Statement, this Agreement may be canceled or terminated by the CITY and OCURA declared by The CITY ineligible for further contracts with The CITY until satisfactory proof of intent to comply is made by OCURA. OCURA agrees to sign the Non-Discrimination Statement attached hereto (Schedule "D") and to include the non-discrimination clause in Schedule “D” in all subcontracts connected with performing this Agreement.

12. **Hold Harmless Clause**

OCURA shall defend, indemnify and save harmless The CITY from any and all 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 OCURA, its subcontractors, agents or employees under the terms of this Agreement. In addition to the foregoing, OCURA agrees to hold harmless The CITY from any liability arising from the claims of OCURA's developers, contractors, subcontractors or any others, which OCURA might employ or obtain services or materials from in connection with the performance of this Agreement.

13. **Independent Status**

OCURA agrees that it shall neither hold itself out as nor claim to be an officer, employee or agent of The CITY by reason of this Agreement, and that it will not by reason of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer, employee or agent of The CITY, including, but not limited to, workers’ compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit. OCURA shall provide property insurance in an amount

satisfactory to The CITY for all property purchased with CDBG Funds, naming The CITY as co-insured. OCURA shall provide a Certificate of Insurance to The CITY for each property, as acquired for the duration of this agreement as reflected in item no. 2 above, or as otherwise extended.

14. **Termination**

This Agreement incorporates the provisions of 2 CFR Part 200, Subpart D. 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 OCURA 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 improbable, unfeasible, impossible, or illegal.
- e. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available, or if HUD suspends funds for any reason.
- f. Upon the determination of The CITY that the Agreement be suspended or terminated, without cause.
- g. For the convenience of The CITY.

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

15. **Compliance with Guidelines Set Forth by Community Development Citizens Committee**

It is expressly understood between The CITY and OCURA that OCURA shall not make change orders that would require an increase in the proceeds provided in this Agreement.

16. **Lobbying Certification**

OCURA shall not use funds provided herein for political patronage or lobbying, and shall execute the Lobbying Certification ("Schedule E") as an inclusion in this document.

17. **Budgets**

It is expressly understood by OCURA that budgets shall not be exceeded under any circumstances without prior written approval. Every request for budget revision to the

funds itemized in Section 3.a.ii shall be submitted in writing. OCURA shall not consider newly generated program income as increasing budget capacity unless approval has been sought and received in writing from The CITY.

18. **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.

19. **Debarment and Exclusions**

OCURA certifies by execution of this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. OCURA shall require that all subcontract agreements funded under this Agreement include this certification by the subcontractor.

20. **Environmental Review**

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.

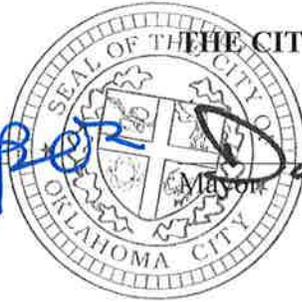
The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors and assigns, all jointly and severally under the terms of this Agreement.

OCURA acknowledges that it possesses adequate experience, knowledge, capacity and ability in conducting and managing the program that is the subject of this Agreement, and agrees to use such experience, knowledge, capacity and ability in its implementation and completion of this Agreement for the benefit of The CITY. OCURA agrees to extend its best efforts on behalf of The CITY and agrees to adhere to principled business and professional practices in its implementation and completion of this Agreement.

IN WITNESS WHEREOF, the parties hereto signify their Agreement to all provisions contained herein by the following executions on this 17th day of October 2023.

ATTEST:

Amy K. Sempert
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt
Mayor

ATTEST:

Lucel D. Seng
Asst. Secretary

**OKLAHOMA CITY URBAN RENEWAL
AUTHORITY**

KAT
Executive Director

REVIEWED as to form and legality.

Nita S. Douglas-Galles
Assistant Municipal Counselor

SCHEDULE "A"
SCOPE OF WORK/NATIONAL OBJECTIVES

OCURA shall administer the activities 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 the following:

a) Up to, but no more than **\$788,880.00** of FY 2023-24 funds as allocated in this Agreement, shall be used to meet the CDBG National Objective criteria, activities to address slum and blight under 24 CFR 570.208(b)(1), Activities to address slum and blight on an area basis; and 24 CFR 570.208(b)(3) (i & ii); or Activities to address slum and blight in an urban renewal area. OCURA shall also comply with 24 CFR 570.505, Use of real property.

With prior written approval from The City Planning Department, Housing & Community Development Division, funds may be alternatively used to support activities which primarily benefit Low- and Moderate- Income Persons under 24 CFR 570.208(a).

b) Up to, but no more than **\$430,929.12** carried forward from prior year Agreements to support general public facilities projects under 24 CFR 570.201(c). Funds are allocated in FY 2023-24 to support the Miramar sewer extension project, and/or other eligible public facilities projects, subject to approval by The CITY's Community Development Division staff. All funded activities must meet the CDBG national objective of serving low- to moderate- income areas or residents.

c) Prior to expending any funds under this Agreement for acquisition, OCURA shall:

- i. inform The CITY of the need to perform its environmental responsibilities under 24 CFR Part 58 (to avoid choice limiting activities, OCURA shall not enter into contract until the Part 58 process has been completed.)
- ii. provide The CITY with evidence that the sale is voluntary in accordance with the Consolidated Appropriations Act of 2016
- iii. perform an appraisal consistent with the Uniform Standards of Professional Appraisal Practice (USPAP)
- iv. document conformance with requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (if applicable)
- v. determine the end use of the property to be acquired per 24 CFR §570.208(d).
 - A preliminary determination of compliance may be based on the planned use.
 - The final determination shall be based on the actual use of the property, excluding any short-term, temporary use.
 - Where the acquisition is for the purpose of clearance to eliminate specific conditions of blight or physical decay, the clearance activity shall be considered the actual use of the property; however, any subsequent use or disposition of the cleared property must be treated as a "change of use" under 24 CFR §570.505.

- If the property is to be acquired for a general purpose such as housing or economic development, and the actual specific project is not yet identified, OCURA shall document the general use it intends for the property, the National Objective category it expects will be met, and shall provide a written commitment to use the property only for a specific project under that general use which will meet the specified National Objective.

SCHEDULE "A-1"
MISCELLANEOUS PROVISIONS

1. OCURA shall notify the City's Housing & Community Development Division (HCDD) in writing, of OCURA's status under the Audit Requirements of 2 CFR Part 200.501.
2. OCURA shall notify the HCDD prior to committing funds for any project involving property acquisition or construction work funded in part or fully with CDBG funds and shall allow HCDD the opportunity to review any draft contracts or subcontracts prior to their execution.
3. OCURA requests for reimbursement of property acquisition costs shall be accompanied by a current appraisal dated within six (6) months of the signed Purchase Agreement. Reimbursement from CDBG funds shall be limited to 120% of the documented appraised value of the property. Acquisition costs exceeding 120% of the current appraised value must be paid from non-federal sources.
4. OCURA, prior to any CDBG funded contract or subcontract award, shall check the System for Award Management (SAM), the U.S. Department of Labor's database showing companies or individuals that have been declared ineligible to receive Federal contracts and to confirm that the entity is currently registered and active in the SAM System and shall keep documentation thereof. OCURA and its contractors and subcontractors shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Entity Identifier (UEI) number assigned by the U.S. General Services Administration (GSA) in the SAM.gov database, and the Federal Funding Accountability and Transparency Act, including 2 CFR Part 25, Appendix A to Part 25, and 2 CFR part 170.
5. OCURA shall appropriately allocate activity delivery costs for each project carried out with funds under this Agreement, estimate these costs in budget form, and appropriately document actual activity delivery expenses.
6. OCURA shall adopt the HCDD's determination of "affordable rents" and shall establish the HCDD's approved "affordability period" for each and any housing project contemplated to be undertaken to meet the National Objective of 24 CFR §570.208(a)(3), Housing Activities benefiting low- and moderate-income households. The HCDD's "affordable rent" and "affordability standard" shall be provided upon request or determined during project review.
7. OCURA, respective to rental and homebuyer housing projects, shall use the HUD income qualification standards to determine low- and moderate- income households, and shall adopt The CITY's HUD-approved method of determining maximum rents for low- and moderate-income households. Specifically, OCURA and its contractors shall use the HUD Part 5 method of income determination in 24 CFR §5.609 for low- and moderate- income rental projects and the IRS 1040 method for homebuyer projects. The CITY staff shall provide guidance to OCURA on how to comply with either method.
8. OCURA shall adhere, as applicable, to 24 CFR §570.208(a)(3) for determining compliance with housing activities that meet a low- and moderate- income national objective.

SCHEDULE "B"

DRAW REQUESTS

Prior to draw down of funds for any new project or activity, OCURA shall have received The CITY Planning Department's approval for the project/activity scope of work and budget.

Draw requests shall be made in accordance with The CITY's following requirements:

1. OCURA shall submit invoices on OCURA letterhead containing the organizational mailing address and other contact information, along with sufficient backup documentation to evidence 1) need, or 2) work performed. By way of example, need may be evidenced by an OCURA draw schedule and the draw request submitted by OCURA, along with progress reports in fulfillment of that schedule. Work performed may be evidenced by supplier or vendor invoices submitted to OCURA, a printout of OCURA's expense ledger, etc.
2. OCURA 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. OCURA 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. OCURA shall ensure that a submitted draw request is received by the Planning Department, Housing & Community Development Division. OCURA may retain email correspondence as evidence of submission. Denied draw requests shall be re-submitted with appropriate supporting documentation to remedy the deficiencies noted by CITY staff. The email remittance date appearing on any draw requests shall serve as the date stamp.

SCHEDULE "C" 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, OCURA 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, religion, national origin, age, disability, genetic information, or sex (including sexual orientation and gender identity.)

Awardee appoints **Kenton Tsoodle** as the Equal Employment Opportunity Officer responsible to coordinate OCURA'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 for the project shall 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 CFR §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 definition 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 low-income residents 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 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.
- Use priorities in hiring process 24 CFR (§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", 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 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 with the service area (new definition) of 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 of the CITY, and a recipient of federal funding, OCURA must execute and post this statement in a conspicuous place available to employees and applicants for employment.

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

a. That OCURA 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. OCURA will, in all solicitations or advertisements for employees placed by or on behalf of the OCURA, 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. OCURA agrees to include this non-discrimination clause in any subcontracts connected with performing City trust agreement(s)/contract(s).

d. In the event of OCURA '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

OKLAHOMA CITY URBAN RENEWAL
AUTHORITY

BY 

SCHEDULE "E"
CERTIFICATION REGARDING LOBBYING

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

OKLAHOMA CITY URBAN RENEWAL
AUTHORITY

BY 
EXECUTIVE DIRECTOR

DATE 9-20-23

ATTEST:

Asst.
SECRETARY : 

SCHEDULE "F"
GRANT POLICY AND PROCEDURE REVIEW CERTIFICATION FORM

Subrecipient Annual Grant Policy and Procedure Review Certification

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

Initials

KT

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

KT

I have read 2 CFR 200 in its entirety at least once.

Link to 2 CFR 200: <\\ci.okc\okc\FI-Reports\Grants\2 CFR 200>

KT

I have reviewed the 2023 2 CFR Part 200, Appendix XI –Matrix of Compliance Requirements

KT

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

KT

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

I certify the initialed statements above are correct to my knowledge

Kenton Tsoodle
(Subrecipient's Printed Name)

Oklahoma City Urban Renewal Authority
(Subrecipient's Organization)

KT Tsoodle
(Subrecipient's Signature)

9-20-23
(Date)

List of Active Grants (attach additional sheets if necessary)

Grant Project Number

Grant Title

B-23-MC-40-0003

Community Development
Block Grant

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:

OCURA UEI: L54ZF43EKXN8

Federal Award Identification Number (FAIN): B-23-MC-40-0003

Federal Award Date: July 1, 2023

Subaward period of performance and budget period: See Section 2 above.

Amount of Federal Funds Obligated by this Agreement: \$1,219,809.12

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 Oklahoma City Urban Renewal Authority to assist with slum and blight remediation in Urban Renewal districts; primarily through salary support, property maintenance, management, and disposition of urban renewal lots; and to provide financial assistance to construct a sewer extension which will provide service to a future affordable housing development.

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 U.S. Department of Housing and Urban Development (HUD) as defined in the above recitations. The CITY as defined above is the recipient agency providing the subaward to the Oklahoma City Urban Renewal Authority (OCURA). The contact information for the Mayor is:

Mayor of Oklahoma City
200 N Walker Ave., Third Floor
Oklahoma City, OK 73102;

Assistance Listing Number (aka CFDA): 14.218; Title: Community Development Block Grant.