

Agreement Between the City of Moore Oklahoma and Neighborhood Housing Services of Oklahoma to Administer a Down Payment Assistance Program

THIS AGREEMENT entered this 20th day of March, 2017 by and between the City of Moore, Oklahoma (herein called the “Grantee”) and Neighborhood Housing Services of Oklahoma,(herein called the “Sub-Recipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-Recipient to assist the Grantee in utilizing such funds;
NOW, THEREFORE, it is agreed between the parties hereto that;

SCOPE OF SERVICE

Activities

The Sub-Recipient will be responsible for administering a CDBG-DR Down Payment Assistance Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Disaster Recovery (CDBG-DR) program:

Program Delivery

Marketing

1. The Grantee will provide, or cause to be provided, marketing for the DPA program.
2. The Grantee requires the Sub-Recipient to participate in the Grantee's marketing plan by maintaining supplies of any brochures, applications or other materials the Grantee requires.
 - a. Specific marketing materials will be provided by the Grantee at the request of the Sub-Recipient
3. The Sub-Recipient will also maintain a stock of Fair Housing brochures and prominently display the Fair Housing emblem in the office where households apply, are interviewed or receive loan counseling

Application Intake, Qualification and Documentation

1. The Sub-Recipient will provide application intake, qualification and documentation services to the Grantee for the implementation of the DPA program.
2. The Sub-Recipient will provide all activities based on the application provided by the Grantee and in accordance with the City of Moore, Oklahoma CDBG-DR Down Payment Assistance Program Manual (DPA Manual) which is attached and is incorporated herein as Attachment 2

Loan Counseling

1. The Sub-Recipient will provide (or cause to be provided) loan counseling to all households deemed eligible and qualified for the DPA program.
2. Loan Counseling shall be to the current HUD standard.
3. Loan Counseling shall be provided by qualified persons who hold the certifications required

Communication

1. The Sub-Recipient shall maintain communication with the Grantee by:
 - a. Submitting the monthly report contained in Attachment 1.
 - b. Following the policies and procedures provided by the Grantee in the DPA Manual

GENERAL ADMINISTRATION

The Sub-Recipient agrees to administer the Grantee's Down Payment Assistance (DPA) program in accordance with the Grantee's CDBG-DR DPA Manual.

Governing Law

The Agreement is governed by:

1. Title I of the Housing and Community Development Act of 1974, as amended;
2. The Federal regulations contained at 24 CFR Part 570;
3. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C.5155), as amended;
4. Compliance with Federal Register Notices governing the expenditure of the City's allocation of CDBG-DR funds:
 - a. Public Law 113-2: Disaster Relief Appropriations Act, 2013 (at HR 152-34);
 - b. The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013;
 - c. The HUD Federal Register Notice at 78 FR 23578 published April 19, 2013;
 - d. The HUD Federal Register Notice at 78 FR 76154 published December 16, 2013.
5. Compliance with all applicable standards, orders, or requirements issued under:
 - a. Section 306 of the Clean Air Act (42 U.S.C. 1857(h));
 - b. Section 508 of the Clean Water Act (33 U.S.C. 1368);
 - c. Executive Order 11738;
 - d. Environmental Protection Agency regulations (40 CFR part 15);
 - e. Environmental Reviews (24 CFR Part 58);
 - f. 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 (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995].
 - g. In addition to the citations noted, the CDBG-DR allocation is also subject to "cross-cutting" Federal requirements listed herein:
 - i. Executive Order 11246, as amended;
 - ii. Section 3 of the Housing and Urban Development Act of 1968, as amended.

6. The applicable laws of the State of Oklahoma;
 - a. The Sub-Recipient agrees that where conflicts may exist between State and Federal law, Federal law and practice shall take precedence; and
7. By the laws and regulations promulgated by the Grantee for the CDBG-DR program.

National Objectives

1. All activities funded with CDGB-DR funds must meet the CDBG program’s National Objective of benefiting low and moderate-income persons or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
2. The Sub-Recipient certifies that the activities carried out under this Agreement will meet the “benefiting low and moderate-income persons” National Objective

Levels of Accomplishment – Goals and Performance Measures

The Sub-Recipient agrees to provide the following program services as in accordance with the DPA Manual:

Activity
Accept applications for the Grantee’s Down Payment Assistance (DPA) program
Qualify Households for the Grantee’s DPA Program as defined by the Grantee’s CDBG-DR DPA Manual
Provide Loan Counseling to each qualified household
Submit qualified households complete application (including required documentation) to the Grantee as a single .pdf file
Upon approval of the Grantee, assist the household in purchasing a home within the parameters defined by the Grantee’s CDBG-DR DPA Manual
Upon selection by the qualified household of an eligible home, notify the Grantee

Upon notification by the Grantee that the home has been inspected and cleared for purchase, assist the qualified household in preparing for close
Coordinate with the Grantee in closing the households purchase
Within three (3) days of closing, provide the Grantee with final closing documents and all other applicable documents as defined in the Grantee's CDBG-DR DPA Manual

Collectively, the defined activities for each household are a "Unit of Service"

Staffing

1. The Sub-Recipient agrees to maintain a level of qualified staff sufficient to complete the defined activities during the Agreement's Period of Performance
2. The Sub-Recipient will provide to the Grantee prior to Agreement execution a complete list of the qualified employees who will provide assistance to Low-moderate income households including:
 - a. Name, Position, Role and Responsibility
 - b. Qualifications and Certifications
3. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

Performance Monitoring

1. The Grantee will monitor the performance of the Sub-Recipient against goals and performance standards as stated above.
2. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

TIME OF PERFORMANCE

1. Services of the Sub-Recipient shall start on the 20th day of March 2017 and end on the 31st day of December 2018 or when the Grantee notifies the Sub-Recipient that there are no further funds available for the DPA program.
2. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-Recipient remains in control of CDBG funds or other CDBG assets, including program income.

BUDGET

The Sub-Recipient currently operates a similar DPA program for the State of Oklahoma which includes Cleveland County and a similar DPA program for the City of Oklahoma City. In addition the Sub-Recipient currently operates a loan counseling program in Cleveland County. Recognizing that Moore's DPA program complements the existing programs operated by the Sub-Recipient:

1. The Sub-Recipient will be paid a fee of \$1,000 for each Unit of Service as defined herein.

PAYMENT

1. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall be based on the delivery of defined Units of Service.
2. Payments for each Unit of Service shall be invoiced by the Sub-Recipient
3. Payment is contingent upon the Grantee's receipt of a complete file for the Unit of Service at or before the receipt by the Grantee of an invoice.

NOTICES

1. Notices required by this Agreement shall be in writing and delivered via e-mail, mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means.
2. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.
3. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written

notice.

4. Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Sub-Recipient
Jared Jakubowski, Grants Manager	Roland Chupik
City of Moore, Community Planning and Resiliency	Neighborhood Housing Service of Oklahoma
301 N. Broadway	4301 N Classen Blvd
Moore, Oklahoma 73160	Oklahoma City, OK 73118
405-793-4571	405-231-4663
jaredj@cityofmoore.com	rolandc@nhsokla.org

SPECIAL CONDITIONS

None

GENERAL CONDITIONS

General Compliance

1. The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that:
2. The Sub-Recipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and
3. The Sub-Recipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
4. The Sub-Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.
5. The Sub-Recipient further agrees to utilize funds available under this Agreement to supplement

rather than supplant funds otherwise available.

Independent Contractor

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.
2. The Sub-Recipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement.
3. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Sub-Recipient is an independent contractor.

Hold Harmless

The Sub-Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-Recipient performance or nonperformance of the services or subject matter called for in this Agreement.

Workers’ Compensation

The Sub-Recipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

Insurance & Bonding

Before commencing work, the Sub-recipient must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

Commercial General Liability	<p>\$1,000,000 Each Occurrence</p> <p>\$1,000,000 General Aggregate</p> <p>* Must include coverage for blanket contractual liability for the obligations assumed under contract</p>
Comprehensive Automobile Liability	<p>\$1,000,000 Combined Single Limit Each Occurrence</p> <p>* Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract</p>
Workers' Compensation	<p>Statutory Limits where Services are to be performed</p> <p>* Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable</p>

Certificate Holder and Endorsement Requirements

1. The Grantee shall be listed as Certificate Holder as follows: City of Moore, 301 North Broadway, Moore, Oklahoma 73160.
2. All aforementioned policies shall contain an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation, Professional Liability and Employer's Liability).
3. If any policies are purchased on a "claims made" basis, Sub-Recipient hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to the Grantee at any time upon request of the Grantee.

Other requirements

1. The Sub-Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.
2. All policies required shall be written by a reputable insurance company reasonably acceptable to the Grantee or with a Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which Sub-Recipient is performing for the Grantee.
3. Sub-Recipient is not allowed to self-insure without the prior written consent of Grantee. If granted by the Grantee, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Sub-Recipient in lieu of insurance.

4. Any and all Sub-Recipient liabilities that would otherwise, in accordance with the provisions of this document, be covered by Sub-Recipient's insurance will be covered as if Sub-Recipient elected not to include a deductible, self-insured retention or other financial responsibility for claim.

Grantee Recognition

The Sub-Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

Amendments

1. The Grantee or Sub-Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body.
2. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-Recipient from its obligations under this Agreement.
3. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons.
4. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-Recipient.

Suspension or Termination

1. In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub-Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

- b. Failure, for any reason, of the Sub-Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the Sub-Recipient to the Grantee reports that are incorrect or incomplete in any material respect.
2. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.
- a. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

ADMINISTRATIVE REQUIREMENTS

Financial Management

Accounting Standards

The Sub-Recipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Cost Principles

The Sub-Recipient shall administer its program in conformance with 2 CFR 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

Documentation and Record Keeping

Records to be Maintained

The Sub-Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

Retention

1. The Sub-Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years.
2. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time.
3. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

Client Data

1. The Sub-Recipient shall maintain client data demonstrating client eligibility for services provided.
2. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.
3. Such information shall be made available to Grantee monitors or their designees for review upon request.

Disclosure

1. The Sub-Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-Recipient's responsibilities with respect to services provided under this contract, is prohibited by the State and Federal unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

Close-outs

1. The Sub-Recipient obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:
 - a. Making final payments
 - b. Disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and
 - c. Determining the custodianship of records.
 - d. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-Recipient has control over CDBG funds, including program income.

Audits & Inspections

1. All Sub-Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within 30 days after receipt by the Sub-Recipient.
3. Failure of the Sub-Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
4. The Sub-Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-Recipient audits and 2 CFR 200.

Reporting and Payment Procedures

Program Income

The Agreement with the Sub-Recipient is payable on the production of a Unit of Services, as defined herein, and is not expected to generate program income.

1. In the event program income is earned from federally-funded activities, the Sub-Recipient will document how the program income came about and remit a check for the full amount of program income to the Grants Manager.

Indirect Costs

The Agreement with the Sub-Recipient is payable on the production of a Unit of Services, as defined herein, The Grantee will not pay indirect costs.

Payment Procedures

1. The Grantee will pay to the Sub-Recipient funds available under this Agreement based upon information submitted by the Sub-Recipient and consistent with Grantee policy concerning payments.
2. The Sub-Recipient shall invoice the Grantee once monthly for all Units of Service delivered.
3. The Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-Recipient.

Progress Reports

The Sub-Recipient shall submit Progress Reports to the Grantee monthly on the form provided in Attachment A.

Procurement

Compliance

The Sub-Recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement Standards

The Sub-Recipient shall procure all materials, property, or services in accordance with the requirements of the Grantee's procurement procedures and 24 CFR 84.40–48.

Travel

The Sub-Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

Use and Reversion of Assets

1. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
2. The Sub-Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - a. Real property under the Sub-Recipient control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this Agreement
 - i. If the Sub-Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.
 - ii. The Sub-Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
 - b. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent

to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-Recipient for activities under this Agreement shall be:

- i. Transferred to the Grantee for the CDBG program or
- ii. Retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Sub-Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

PERSONNEL & PARTICIPANT CONDITIONS

Civil Rights

Compliance

The Sub-Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

Nondiscrimination

The Sub-Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

Section 504

The Sub-Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

Affirmative Action

Approved Plan

The Sub-Recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub-Recipient to assist in the formulation of such program. The Sub-Recipient shall submit a plan

for an Affirmative Action Program for approval prior to the award of funds.

Women- and Minority-Owned Businesses (W/MBE)

1. The Sub-Recipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract.
2. As used in this contract, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Access to Records

The Sub-Recipient shall furnish and cause each of its own sub-recipient’s or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

Notifications

The Sub-Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Sub-Recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the

Sub-Recipient, state that it is an Equal Opportunity or Affirmative Action employer.

Subcontract Provisions

The Sub-Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-Recipients or subcontractors.

Employment Restrictions

Prohibited Activity

The Sub-Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

Labor Standards

1. The Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.
2. The Sub-Recipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5.
3. The Sub-Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

Section 3

Compliance

1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub-

Recipient and any of the Sub-Recipient's sub-recipient and subcontractors.

2. Failure to fulfill these requirements shall subject the Grantee, the Sub-Recipient and any of the Sub-Recipient sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.
3. The Sub-Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

4. The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic

opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

5. The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

Notifications

The Sub-Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Subcontracts

The Sub-Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

CONDUCT

Assignability

The Sub-Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

Subcontracts

Approvals

The Sub-Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

Monitoring

The Sub-Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

Content

The Sub-Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

Selection Process

The Sub-Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

Hatch Act

The Sub-Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Conflict of Interest

1. The Sub-Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
 - a. The Sub-Recipient 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 the Sub-Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. 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 Grantee, the Sub-Recipient, or any designated public agency.

Lobbying

The Sub-Recipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

3. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipient s shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Religious Activities

The Sub-Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

ENVIRONMENTAL CONDITIONS

Air and Water

The Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318

relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition.

Lead-Based Paint

1. The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B.
2. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.
 - a. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven.
 - b. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.
 - c. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

Historic Preservation

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in

36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

WAIVER

The Grantee's failure to act with respect to a breach by the Sub-Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-Recipient with respect to this Agreement.

IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below.

The City of Moore:

Glenn Lewis
Glenn Lewis, Mayor

Date: 3/20/2017

Linda Stewart
Linda Stewart, City Clerk



Randy Brink
Randy Brink, City Attorney

Neighborhood Housing Services Oklahoma

Roland Chupik
Roland Chupik, Executive Director

Date: 03/20/2017