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MEMO

APPROVED  
12/7/20



DATE: December 2, 2020  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – Broken Arrow Neighbors

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached Agreement between the Board of County Commissioners and the Broken Arrow Neighbors for a Provision of Services for CDBG-CV Financial Housing Assistance, to operate as provided through the CDBG-CV Cares Act Program.

Respectfully submitted for your approval and execution.

MME / rjm

SUBMITTED FOR: The December 7, 2020 BOCC meeting agenda.

CMF# 20202977

**Contract For Provision of Services  
For CDBG-CV CARES Act Program**

This Contract for CDBG-CV CARES Act Program ("CDBG-CV") funds is made and entered the date first signed below by and between Tulsa County ("County"), and Broken Arrow Neighbors a private non-profit corporation, hereinafter called "Contractor".

This Contract shall be in effect the 1st day of July, 2020 and shall be in effect through the 30<sup>th</sup> day of June, 2021. If funds are not exhausted at the end of the agreement period, the agreement period may be extended by mutual agreement of both parties.

**WHEREAS**, The Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 (March 2020) established the Community Development Block Grant Coronavirus Program ("CDBG-CV") (CFDA Number 14.218); and,

**WHEREAS**, the purpose of the CDBG-CV funding is to enable Tulsa County to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low-and moderate-income persons through Department of Housing and Urban Development (HUD) programs; and,

**WHEREAS**, Tulsa County, through its status as a Community Development Block Grant Urban County, has received a formula allocation of CDBG-CV funds from the U.S. Department of Housing and Urban Development (HUD) (B-20-UW-40-0001); and,

**WHEREAS**, Tulsa County has prepared and submitted a substantial amendment to its Consolidated Plan PY2019 Action Plan as required by HUD, which substantial amendment describes an assistance program comprised of the categories of eligible activities for the CDBG-CV program, which activities are Financial Housing Assistance, Emergency Overflow Shelter Operations for Homeless Shelter, Data Collection and Evaluation, and Administrative Costs; and,

**WHEREAS**, Tulsa County desires to engage a subcontractor to render certain services in conjunction with the CDBG-CV eligible activities;

**NOW THEREFORE**, the parties do mutually agree as follows:

**I. Scope of Services**

The Contractor shall be responsible for the operation of a project entitled **CDBG-CV FINANCIAL HOUSING ASSISTANCE**, which project shall consist of costs associated with housing assistance of emergency payments of short-term rental assistance up to three months; medium-term rental assistance up to six months; and utility payments to income eligible households who have experienced income loss due to COVID-19, resulting in inability to make payments related to housing costs. Non-profit agencies serving the Tulsa

CMF# 20202977

County area will receive funding to disperse to clients; Contractor shall be such designated agency.

The project shall be operated in accordance with the terms and conditions as set forth herein and in accordance with all requirements of the CDBG regulations. This award is made pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 (March 2020), as may be amended from time to time (the Act) and any additional implementation guidance that may be published by the United States Department of Housing & Urban Development (HUD). The requirements set forth in the CARES Act Notice, HUD guidance and the applicable requirements set forth in the CDBG regulations are incorporated as part of this Agreement

The purpose of this project is to provide housing assistance to income eligible households who have experienced income loss due to COVID-19, resulting in inability to make payments related to housing costs. To accomplish this purpose, the Contractor shall:

- a. Provide financial assistance through short-term rental assistance, medium-term rental assistance, utility payments, to eligible clients residing within the corporate City Limits of the City of Broken Arrow in Tulsa and Wagoner Counties.
- b. Enter client in-take data into AssistOK platform.
- c. Provide client data to County subrecipient (Restore Hope Ministries) identified to perform AssistOK Data Collection and Evaluation activity.

## **II. Performance Measurement and Outcomes**

### **A. Performance Measurements:**

The Contractor shall provide financial assistance to income eligible households documented to have experienced income loss due to COVID-19, resulting in inability to make payments related to housing costs, and maintain such records:

- Records documenting that housing assistance payments are eligible;
- Records documenting the eligibility of program participants;
- Records documenting financial assistance payments for each client assisted;
- Records documenting that persons receiving assistance for longer than three months, were recertified for an additional three month period, but not to exceed a total period of six months;
- Records providing a full description of each activity undertaken;
- Records accounting for staff time and activities relating to CDBG-CV expenditures and draw requests.
- Records documenting entry of assisted households into AssistOK Platform.

**B. Performance Outcomes:**

The Contractor shall provide financial assistance to a minimum of 45 income eligible households documented to have experienced income loss due to COVID-19.

**III. Reports:**

The Contractor shall:

- a. Produce reports required by HUD and Tulsa County for required monthly performance and annual reports.
  
- b. Data reports shall be submitted to the County by the 5th of the month. Contractor shall utilize AssistOK platform for reporting. Contractor will join AssistOK network and be a member of the Governing Council of the network. Contractor will receive all necessary hardware for AssistOK platform as well as training provided by Restore Hope Ministries in advance of "launch" for this effort and technical assistance throughout.
  
- c. Data entry of clients will be updated as often as possible when assistance is provided, but no less than monthly. Reports will be pulled at the beginning of each month following assistance provided to monitor spending and compliance with requirements. If AssistOK platform is not yet implemented at time of assistance, those reports may be compiled in a separate fashion until implementation, at which point information will be added into AssistOK system for historical tracking.

**IV. Budget**

The Contractor shall be allocated \$77,000 from Fiscal Year 2020 CDBG-CV funds, to be used in the following budget categories:

Financial Housing Assistance Payments	\$70,000
Administration	\$ 7,000
Total	\$77,000

- a. Reasonable and appropriate costs associated with providing financial housing assistance, including delinquent rent payments to landlords, delinquent utility payments to utility companies, costs of collecting and reporting data required under CDBG-CV are eligible costs.

**V. Method Of Payment**

- a. Payment for the Financial Assistance activity will be made to the Contractor on a monthly advance basis, based on an estimate of projected cash needs. The Contractor shall submit a "Request for Advance of Funds" form to the County Treasurer's office. The Contractor may request an advance as frequently as once a month, but in no case less than once a quarter, by submitting the attached

form with a budget which details itemized projected CDBG-CV expenditures by activity and cost categories. No funds will be disbursed until a Narrative describing performance outcomes identified in Section II.B. Performance Outcomes is submitted.

- b. Payment for the Administration activity will be made to the Contractor on a reimbursement basis, based on actual invoices of reimbursable costs for work completed. Contractor shall submit invoice for payment detailing name of staff, weekly hours, hourly chargeable rate, project activities worked by staff.
- c. Contractor will maintain proper financial records for the project, which the County reserves the right to inspect on a periodic basis.
- d. In no event will the total compensation to be paid hereunder exceed the expressly agreed maximum sum of Seventy-Seven Thousand Dollars (\$77,000) for all services required.
- e. From the ending date of this contract, the Contractor shall have thirty (30) days in which to reconcile and close the project books and submit any remaining unpaid claims (for eligible expenses incurred within the contract period) to the County Treasurer's office for payment. Claims not submitted within this period will not be honored.

#### **VI. Reversion of Assets**

After reconciliation of the project books and submittal of remaining unpaid claims to the County, the Contractor shall return any unused CDBG-CV funds within 30 days of the date this agreement expires.

## VII. CDBG-CV Conditions

- a. Financial Assistance.** Financial assistance is limited to the following activities: short-term rental assistance, medium-term rental assistance, and utility payments.
- b. Payments to Third Parties.** Contractor must not make payments directly to program participants, but only to third parties, such as landlords or utility companies.
- c. Assisted Properties.** An assisted property may not be owned by the County, its subgrantees or the parent, subsidiary, or affiliated organization of the subgrantee.
- d. Rental Assistance.** Short- and medium-term rental assistance is rental assistance that can be used to allow individuals and families to help them remain in rental units they currently reside in.

Short-term rental assistance may not exceed rental costs accrued over a period of 3 months.

Medium-term rental assistance may not exceed actual rental costs accrued over a period of 6 months. No program participant may receive more than 6 months of assistance under this contract.

After 3 months, if program participants receiving short-term rental assistance need additional financial assistance to remain housed, they must be evaluated for eligibility to receive up to 3 additional months of medium-term rental assistance, for a total of 6 months.

## VIII. Eligible Participants

- a.** Must rent a home or apartment within the corporate City Limits of the City of Broken Arrow in Tulsa and Wagoner Counties that is participant's primary residence;
- b.** Must be at least two months behind in rent beginning April 1, 2020 and have received a written notice from landlord indicating delinquency in rent payment;
- c.** Must have a lease in tenant's name and show responsibility for paying a portion or the full amount of rent;
- d.** Must have one or more adult members of the household who has experienced a documented, involuntary loss of income that occurred due to

the COVID-19 public health emergency. Must show the date of job loss, reduction in employment hours or pay occurred after March 13, 2020;

- e. Must be able to verify income before and after April 1, 2020, and meet 80% AMI income eligibility criteria.

#### **X. Maximum Amount of Assistance**

Maximum amount of assistance that a single individual or family may receive from CDBG-CV funds, or a set maximum number of times that an individual or family may receive assistance, as long as the total amount of assistance that any individual or family receives does not exceed an amount equal to 6 months of rental assistance.

#### **XI. Utility Payments**

CDBG-CV funds may be used for up to 6 months of utility payments in arrears for each program participant, provided that the program participant or a member of his/her household has an account in his/her name with a utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in his/her name from a utility company.

## **GENERAL TERMS AND CONDITIONS**

### **Subcontract Notification Provision**

None of the work and services covered by this contract may be subcontracted without written consent of the County. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this agreement. In no event will the Contractor incur any obligation on the part of the County.

### **Modification**

This contract is subject to such modification as may be required by federal or state law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties.

### **Disputes, Interpretation, Remedies**

- a. In the event the parties fail to agree on interpretations of this contract, the details of such disagreement shall be forwarded to the legal counsels of both parties for review and recommendation and such recommendations forwarded to HUD, who shall make the final determination.
- b. Neither forbearance nor payment by the County shall be construed to constitute waiver of any remedies for any default or breach by the Contractor that exists then or occurs later.

### **Severability Clause**

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

### **Hold Harmless Clause**

Contractor shall, within limitations placed on such entities by any law, hold harmless the United States government, its agents, officers, and employees and the County, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property which injury or damage is legally determined to be caused by any act or omission of Contractor committed within the performance of its duties under this contract. Contractor shall, within limitations placed on such entity by any law, hold harmless the United States government, its agents, officers, and employees and the County, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Laws, to the extent such claims arise out of acts committed in furtherance of this contract. In any agreement with any sub-recipient or any agent for Contractor, Contractor will specify that such sub-recipient or agents shall hold harmless the United States government, its agents, officers, and employees, and the County its agents, officers and employees for all the herein before described expenses, claims, actions, or amounts



recovered, which is legally determined to be caused by this sub-recipient or agent in the performance of their duties relating to this contract.

### **Personnel**

- a. The Contractor represents that he/she will secure all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. The Contractor has full responsibility for payment of worker's compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
- c. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

### **Termination of Contract for Cause**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In such event, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor.

### **Termination of Contract for Convenience**

Either the Contractor or the County may terminate this contract at any time by giving at least 15 days notice in writing to the other party. If the contract is terminated as provided herein, the Contractor will be paid for the services provided and all allowable expenses incurred up to the termination date.

### **Conflict of Interest**

No member of the governing body of the Contractor, and no other officer, employee, or agent of the Contractor who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this agreement, and the Contractor shall take appropriate steps to assure compliance.

### **Interest of County and Employees**

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed.

### **Reports and Information**

The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection there with and any other matters covered by this contract.

Contractor shall furnish the County narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the County or federal grantor agencies.

### **Compliance with Local Laws**

The Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments.

### **Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor.

### **Records and Audits**

Contractor shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. Contractor shall, as often as deemed necessary by the County, permit authorized representatives of the County and its Auditors, The U.S. Department of Housing and Urban Development, the federal or state Department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

Contractor shall comply with 2 CFR Part 200, Subpart F requirements, where applicable. The OMB circulars are hereby made a part of this agreement. Contractor shall provide a copy of its annual audit to the County for the periods of these CDBG funds within the earlier of 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period.

### **FEDERAL FUNDS IN EXCESS OF \$750,000**

If Contractor expends \$750,000 or more in a year in Federal awards from all sources, Contractor shall comply with 2 CFR Part 200, Subpart F requirements and have a Single Audit conducted. This OMB circular is hereby made a part of this contract. Contractor shall provide a copy of its Single Audit to the County for the periods of these CDBG funds within the earlier of 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period.

### **Anti-Kickback Regulations**

The Contractor shall comply with all applicable anti-kickback regulations covered under the Department of Labor Regulation 29 CFR, Part III.

### **Equal Employment Opportunity**

The Contractor shall comply with the following equal opportunity requirements as part of CDBG assurances:

- a. Civil Rights Act of 1964, Title VI

Contractor comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance.

- b. Housing and Community Development Act of 1974, Section 109

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded under the Act.

- c. Housing and Urban Development Act of 1968, Section 3

Contractor shall comply with Section 3, which provides that to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan county) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan county) as the project.

- d. Affirmative Action

Contractor shall take affirmative actions steps to contract with small and minority owned firms and women business enterprises in a part of

the requirements of 24 CFR Part 85.36 or 24 CFR Part 570, Sub-part J. Affirmative Actions steps include, but are not limited to, the following:

1. Including qualified small, minority and women business enterprises on solicitation lists.
2. Assuring that small, minority and women business enterprises are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women business enterprises participation.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women business enterprises.
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors.

**Age Discrimination Act of 1975**

Contractor shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by federal funds.

**Americans With Disabilities Act of 1990**

Contractor shall comply to the extent required with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabled status in any publicly funded program and activity.

**Rehabilitation Act of 1973, Section 504**

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in any programs or activities receiving federal financial assistance.

IN WITNESS WHEREOF, the Contractor and County have executed this contract as of the date first written above.

**Broken Arrow Neighbors**

By  \_\_\_\_\_, President



## ATTACHMENT A

### Client Income Certification Criteria for FY-2020

Assistance is limited to clients seeking rental assistance because of lost employment or income either permanently or temporarily due to the COVID-19 pandemic. The Contractor shall maintain Income Certification files for each client in order to meet the contract requirement that clients served must be low-to-moderate-income households. Low-to moderate-income households shall be determined using current HUD Section 8 income limits. The income limits represent 80% of the median family income in Tulsa MSA for a family of four with adjustment by household size. The Section 8 income limits to be utilized are as follows:

Persons in Household	Income Limits	
<u>Income</u>	<u>Low/Mod Income</u>	<u>Low</u>
	80%	50%
1	\$38,450	\$24,050
2	\$43,950	\$27,450
3	\$49,450	\$30,900
4	\$54,900	\$34,300
5	\$59,300	\$37,050
6	\$63,700	\$39,800
7	\$68,100	\$42,550
8+	\$72,500	\$46,300

July 1, 2020 HUD limits

Total income of household occupants shall be defined as all income and income expected to be received for the period January 1, 2020 to December 30, 2020, including wage and salary income, self-employment income including rent, Social Security, public assistance, long-term unemployment compensation and all hazard pay, . **DO NOT INCLUDE:** IRS Economic Impact Payments (stimulus checks), Federal Pandemic Unemployment Compensation (the additional \$600 per week)