DATE: August 19, 2020

FROM: Matney M. Ellis
Procurement Director

TO: Board of County Commissioners

SUBJECT: Contract – Tulsa Day Center for the Homeless

Submitted for your approval and execution is the attached Contract between the Tulsa County Board of County Commissioners and Tulsa Day Center for the Homeless for emergency overflow shelter operations at the former juvenile center to house homeless persons at elevated risk of COVID-19 under the CDBG-CV CARES Act Program.

Respectfully submitted for your approval and execution.

MME / arh

SUBMITTED FOR: The August 24, 2020 BOCC meeting agenda.
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 into this 24th day of August, 2020 by and between Tulsa County ("County"), and Tulsa Day Center for the Homeless, 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 30th 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 Emergency Overflow Shelter Operations for Homeless Shelter, which project shall consist of costs for three months of support for the operations of the newly-opened emergency overflow shelter for the homeless at the former Tulsa County Juvenile Center, which shelter opened to house homeless persons at elevated risk for COVID-19 virus.

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.

**Project Goals** shall be to:

1. Provide shelter beds to homeless persons in order to decrease populations at existing shelters and maintain appropriate distance and safety protocols for persons with elevated risk.
2. Add shelter data for the emergency shelter in HMIS in order to measure clients in the system at increased risk and prioritized for resources.

**II. Performance Measurement and Outcomes**

**A. Performance Measurements:**
- A minimum of 49 shelter beds shall be provided to homeless clients.
- Each client shall receive a Common Assessment and data entered into HMIS.
- Client level demographic, service usage and performance reports will be published as required to meet HUD and Tulsa County reporting requirements.

**B. Performance Outcomes:**
- Complete data entry for emergency shelter
- Produce aggregate demographic and performance reports required by HUD and Tulsa County

**III. Reports:**

The Contractor shall:
- Provide required HMIS reports and set up forms to Housing Solutions;
- Produce reports required by HUD and Tulsa County for required performance reports and annual reports.

The data reports shall be submitted to the County by the 5th of the month in which the reports are due to HUD.

**IV. Budget**

The Contractor shall be allocated $144,500 from Fiscal Year 2020 CDBG-CV funds, to be used in the following budget categories:

- **Security** $28,000
- **Staffing** $66,960
Cleaning $25,540
Sanitation Services $12,000
Building Repairs $12,000

Total $144,500

a. Reasonable and appropriate costs, as budgeted above, associated with operating an emergency shelter for COVID-19 at risk homeless population are eligible costs.
b. Eligible costs incurred prior to the start date of this contract are reimbursable per HUD CARES Act Funding Approval/Agreement between Tulsa County and HUD. Costs incurred beginning March 27, 2020 are eligible for reimbursement.

V. Method Of Payment

a. Payment will be made to the Contractor on a reimbursement basis upon receipt of invoices detailing the following information:
   1. Vendor invoice to Tulsa Day Center detailing service and dates provided. Weekly hours, hourly chargeable rate, project activities worked by staff shall be detailed on invoice.
   2. Evidence of payment made to vendor prior to submittal of reimbursement request.

b. Contractor will maintain proper financial records for the project, including all records documenting methods of procurement of vendor services. The County reserves the right to inspect on a periodic basis.

c. In no event will the total compensation to be paid hereunder exceed the expressly agreed maximum sum of One Hundred Forty-Four Thousand Five Hundred Dollars ($144,500) for all services required.

d. 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 funds within 30 days of the date this agreement expires.
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.

Tulsa Day Center for the Homeless

By ___________________________, Executive Director
Tulsa County Board of Commissioners

By
Chairman, Pro Tem

ATTEST:

County Clerk

Approved:

James G. Rea
District Attorney