

EMERGENCY SOLUTIONS GRANT SPONSOR AND SHELTER AGREEMENT

PART I - SUMMARY

Contractor City of Norman

Sub-Contractor

Emergency Shelter Name Food and Shelter, Inc.

Contract 2011 Emergency Solutions Grant, 2nd allocation

Amount (\$ 84,031.00)

Funding Period July 1, 2012 to June 30, 2013

Project Description: Provide funds for costs of Administration, Housing Prevention, and/or Rapid Rehousing .

PART II - GENERAL TERMS AND CONDITIONS

DEFINITION(S)

CONTRACTOR

Cities, towns, counties or Community Action Agencies who are direct recipients of Emergency Solutions Grant (ESG) funds, and have agreed to be responsible for the oversight of the proposed ESG project.

SUBCONTRACTOR

Any shelter that indirectly receives Emergency Solutions Grant (ESG) funds through a Unit of Local Government, or Community Action Agency, and is responsible for the implementation of the proposed ESG project.

1. a. **Subcontractor** will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the program described in Part III in accordance with the terms and conditions of this contract. All of the work and services required should be performed by **Subcontractor** or a **Subcontractor** fully qualified and authorized under state and local law to perform such work and services.
- b. None of the work and services covered by this contract may be contracted to a third party without prior written approval of the City of Norman
(contractor)

- c. In no event will **Subcontractor** incur any obligation on the part of the City of Norman.
(contractor)
- 2. The City of Norman will provide funding for the program up to the
(contractor)
total amount subcontracted by Food and Shelter, Inc. which is the
(subcontractor)
maximum amount of \$84,031.00 will pay for this subcontract.
(ESG award amount)

3. Compensation to Contractor

The City of Norman will reimburse **Subcontractor** on the basis of itemized
(contractor)
statements submitted in accordance with the budget attached hereto as **Attachment "A"**. All claims for reimbursement must be accompanied by documentation of pledged in-kind for this project.

4. Records, Reports and Documentation

- a. **Contractor** shall maintain records and accounts including property, personnel, and financial records that properly document and account for all project funds.
- b. **Subcontractor** shall document and report match funds in conjunction with funds provided by the Oklahoma Department of Commerce on the monthly expenditure report. Expenditures of (ESG & Match) must be in proportionate amounts monthly.
- c. **Contractor** shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the ending date of this contract.

5. Procurement

Procurement of all goods and services under this contract shall be carried out in compliance with procedures described in the ESG implementation Manual, Policy 705, Procurement Requirements.

6. Hold Harmless

Subcontractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their 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 in consequence of any act or omission by **Subcontractor**. **Subcontractor**

shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Norman (contractor), their 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 Law or any other law.

7. Modification

- a. This contract is subject to such modification as may be required by federal or state law or regulations.
- b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of the parties.

8. Termination OR Suspension

This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

PART III - SPECIFIC TERMS AND CONDITIONS

1. The **Subcontractor** shall provide assistance to the homeless in compliance with 24 CFR, Part 576.
2. Actual emergency shelter activities and services to be provided are as specified in **Attachment "B"** to this document.
3. The **Subcontractor** assures that no assisted renovation, rehabilitation, or conversion activities will affect historic properties, flood plains, endangered species or prime farmland.
4. **Subcontractor** specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

Non-Discrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, 42 USC 2000d, (et. seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.

1. The requirements of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.
3. 42 USC 5309, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:

- a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
- b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations.
- 4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
- 5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
- 6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
- 7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (a) Establishing an ongoing drug-free awareness program to inform employees about:
- (b) The dangers of drug abuse in the workplace;
- (c) The grantee's policy of maintaining a drug-free workplace;
- (d) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

Food and Shelter, Inc.


Signature

Lori Thrower, Board President

Name

Title

8/7/2012
Date

EXECUTED BY:
Name of Contractor (Sponsor)

City of Norman


Signature

Cindy S. Rosenthal, Mayor

Name

Title

August 14, 2012
Date



ATTEST:


City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY  DATE 8/14/12