
MEMO

APPROVED
7/24/2023



DATE: July 19, 2023

FROM: Lisa L. Moore
Assistant Procurement Director

A handwritten signature in black ink, appearing to read "Lisa L. Moore".

TO: Board of County Commissioners

SUBJECT: Agreement – Indian Nations Council of Governments (INCOG)

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners and Indian Nations Council of Government (INCOG) for INCOG to administer and manage the Community Development Block Grant Urban County with the Department of Housing and Urban Development for a fee not to exceed \$218,396.00 through June 30, 2024, as further described in the attached.

Respectfully submitted for your approval and execution.

LLM / dcc

SUBMITTED FOR: The July 24, 2023 BOCC meeting agenda.

CMF# 20231282

AGREEMENT FOR
ADMINISTRATIVE SERVICES
FOR
URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This agreement between the Tulsa County Board of Commissioners, as lead entity for the Tulsa County Community Development Block Grant Urban County, hereinafter referred to as COUNTY, and Indian Nations Council of Governments, hereinafter referred to as INCOG, for the consideration hereinafter set forth, agrees as follows:

TERMS OF AGREEMENT

This agreement shall become effective the 1st day of July, 2023 and shall be in effect through the 30th day of June, 2024. If funds are not exhausted at the end of the agreement period, the agreement period may be extended by mutual agreement of both parties.

SCOPE OF SERVICES

INCOG agrees to provide management assistance, oversight and coordination as specified in Attachment "A", Scope of Services, herein made a part of this agreement for the purpose of carrying out the fiscal year 2023 Community Development Block Grant Urban County Entitlement Program (CFDA #14.218) (B-23-UC-40-0001).

COMPENSATION TERMS AND CONDITIONS

The COUNTY agrees to pay INCOG as compensation for administrative consulting services a total sum not to exceed Two Hundred Eighteen Thousand Three Hundred Ninety-Six Dollars and no/100 Dollars (\$218,396) for administration of the grant. INCOG will be reimbursed on a monthly basis and will charge the COUNTY on an hourly basis for all services rendered. Such compensation shall be paid on the basis of the direct and indirect actual auditable costs incurred in performance of the Scope of Services as set forth in this agreement. INCOG personnel shall receive compensation at a rate established for each class of personnel as set forth in the current approved INCOG Budget and Salary Schedule. Such compensation shall be subject to adjustment where monitoring reviews or audits indicate that personnel services were compensated at greater than reasonable rate; or where salary increases for individual personnel are authorized by the INCOG Board of Directors.

Subject to appropriation and disbursement of funds by the Department of Housing and Urban Development, and upon presentation by INCOG of cost vouchers and approval thereof by the COUNTY, the COUNTY will pay INCOG for the value of work performed for the completion of each month. It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum of Two Hundred Eighteen Thousand Three Hundred Ninety-Six Dollars and no/100 Dollars (\$218,396) for all services rendered unless written amendments to this AGREEMENT are entered into by the parties hereto

for modification of the Scope of Services as set forth in Part I of this AGREEMENT. A final voucher for claims arising under this AGREEMENT shall be submitted within thirty (30) days following the termination or expiration of this AGREEMENT.

METHOD OF PAYMENT

Payments shall be made upon receipt by the COUNTY of an itemized statement properly submitted and documented specifying the date and hours worked, the work performed, and the personnel who performed the service and that INCOG is entitled to receive under the terms of the agreement. INCOG's billing shall:

1. Identify the specific services provided during the period in relationship to agreement Scope of Services and the amount of time required for each service provided; and
2. List the hours by classification/employee name for each category of services provided.

Payments shall be made to INCOG at:

2 West 2nd Street
Suite 800
Tulsa, OK 74103

CONTRACT REPRESENTATIVES

The COUNTY's representative, for the purposes of this agreement, shall be Suraphar Yeary. INCOG's representative, for the purpose of this agreement, shall be Claudia Brierre.

GENERAL TERMS AND CONDITIONS

SUBCONTRACT NOTIFICATION PROVISION

None of the work and services covered by this agreement 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.

MODIFICATIONS

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

INTERPRETATION, REMEDIES

In the event of any disagreement between the COUNTY and INCOG, relative to the provisions of this agreement, the details of such disagreement shall be forwarded to the legal counsels of both parties for review and recommendation and such recommendation forwarded to the COUNTY Commissioners who shall make the final determination.

ASSIGNABILITY

INCOG shall not assign any interest on this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the COUNTY thereto: Provided, however, that claims for money by INCOG from the COUNTY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

SEVERABILITY CLAUSE

If any provision under this agreement 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 agreement or its application that can be given effect without the invalid provision or application.

PERSONNEL

- a) INCOG represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- b) INCOG has full responsibility for payment of workers' 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 INCOG or under its 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 AGREEMENT FOR CAUSE

If, through any cause, INCOG shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if INCOG shall violate any of the covenants, agreements, or stipulations of this agreement, the COUNTY shall thereupon have the right to terminate this agreement by giving written notice to INCOG of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, INCOG shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by INCOG under this agreement shall become the property of the COUNTY.

Notwithstanding the above, INCOG shall not be relieved of any liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the agreement by INCOG, and the COUNTY may withhold any payments to INCOG until such time as the exact amount of damages due the COUNTY from INCOG is determined.

TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this agreement at any time by giving at least 30 days notice in writing to INCOG. If the agreement is terminated by the COUNTY as provided herein, INCOG will be paid for the time provided and all allowable expenses incurred up to the termination date.

CONFLICT OF INTEREST

No member of the governing body of the COUNTY, and no other officer, employee, or agent of the COUNTY, who exercises any functions 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 INCOG shall take appropriate steps to assure compliance.

INTEREST OF CONTRACTOR AND EMPLOYEES

INCOG covenants that it 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 its services hereunder. INCOG further covenants that in the performance of this agreement no person having any such interest shall be employed.

REPORTS AND INFORMATION

INCOG, 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 agreement, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this agreement.

INCOG shall furnish the COUNTY narrative reports and financial reports related to the elements of this agreement in the form and at such times as may be required by the COUNTY or federal grantor agencies.

COMPLIANCE WITH LOCAL LAWS

INCOG shall comply with all applicable laws, ordinances and codes of the state and local governments, and INCOG shall indemnify and save the COUNTY harmless with respect to any damages arising from INCOG's performing any of the work embraced by this contract in violation of any 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 agreement shall be the subject of an application for copyright by or on behalf of INCOG.

RECORDS AND AUDITS

INCOG shall assist the COUNTY in retaining all books, documents, papers, records, and other materials involving all activities and transactions related to this agreement 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. INCOG 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.

INCOG shall comply with 2 CFR Part 200, Subpart F requirements, where applicable. The OMB circulars are hereby made a part of this agreement. INCOG 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 INCOG'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 INCOG expends \$750,000 or more in a year in Federal awards from all sources, INCOG 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. INCOG 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 INCOG's receipt of the auditor's report or nine months after the end of the audit period.

ANTI-KICKBACK REGULATIONS

INCOG shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulations 29 CFR, Part III.

EQUAL EMPLOYMENT OPPORTUNITY

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

- a) INCOG will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. INCOG will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, age, handicap, or familial status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. INCOG agrees to post in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.
- b) INCOG will, in all solicitation or advertisements for employees placed by or on behalf of INCOG, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin, handicap, or familial status.
- c) INCOG will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to agreements or subcontracts for standard commercial supplies or raw materials.
- d) INCOG will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) INCOG will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the COUNTY, the Oklahoma Department of Commerce, the U.S. Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of INCOG's non-compliance with the equal opportunity clauses of this agreement or with any of such rules, regulations or orders, this agreement may

be canceled, terminated, or suspended in whole or in part and INCOG may be declared ineligible for further government agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g) INCOG will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. INCOG will take such action with respect to any subcontract or purchase order as the COUNTY and the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event INCOG becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY, INCOG may request the United States to enter into such litigation to protect the interest of the United States.
- h) **Housing and Community Development Act of 1974, Section 109** - INCOG 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, age, sex, handicap, or familial status be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity funded under the Act.
- i) **Civil Rights Act of 1964** - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- j) **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**
 1. The work to be performed under this agreement is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development 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 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the

- project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this agreement. The parties to this agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 3. INCOG will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other agreement or understanding, if any, a notice advising the said labor organization or worker's representative of his 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.
 4. INCOG will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. INCOG will not subcontract with any subcontractor 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 subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or

agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

AGE DISCRIMINATION ACT OF 1975

INCOG 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

INCOG 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

INCOG 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.

Executed by: Tulsa County Board
of County Commissioners

Executed by: INCOG

Kelly Chantry
Chairman

Ch. Range
Signature

7/24/2023
Date

7/11/23
Date

ATTEST:



ATTEST:

Michael Willis
Signature

Rachel Hunter
Signature

Michael Willis, County Clerk
Type Name and Title

Rachel Hunter Administrative Assistant
Type Name and Title

Approved as to Form:

[Signature]
Assistant District Attorney

ATTACHMENT A

FY – 2023 TULSA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT URBAN COUNTY ADMINISTRATION

PART I. Scope of Services

INCOG proposes to provide to TULSA COUNTY the following Scope of Services for the purpose of administering the COUNTY's Community Development Block Grant Urban County Entitlement Program.

1. Program Development

- A. Prepare and assist in the implementation of a detailed Citizen Participation Plan that encourages citizen participation among lower-income persons; provides access to meetings, information, and records by citizens; offers technical assistance; and holds public hearings.
- B. Assist in the evaluation of proposed project activities, and implementation of the activities selected, according to HUD regulations.
- C. Assist the COUNTY in the preparation and submittal for approval to HUD of a 5-year Consolidated Plan and/ or One-year Annual Action Plan.
- D. Prepare all certifications required by HUD to certify that the program complies with applicable federal laws relating to civil rights, fair housing, safety, labor environmental protection, and historic preservation.
- E. Provide staff coordination for the Urban County Policy Committee.

2. Implementation Process

- A. Prepare an Environmental Review Record of the program, including consideration of historic preservation concerns, and assist the COUNTY in meeting all environmental clearance procedures required by HUD.
- B. Assist the COUNTY in meeting financial, administrative, and bookkeeping requirements of the program including quarterly financial reports and subcontracting reports.

- C. Assist the COUNTY in meeting equal opportunity, citizen participation, and fair housing requirements for the participation in the CDBG program. Perform routine monitoring activities to ensure that the program is progressing in a timely manner, and conforms to applicable federal regulations.

3. Evaluation and Performance Process

- A. Sub-Recipient and Sub Contractor Monitoring
 - Assist the COUNTY in monitoring a portion of sub-recipients on an annual basis, dependent upon identified risk factors.
 - a. Ensure that the sub-recipients comply with all federal regulations and requirements governing their administrative, financial, and program operations.
 - b. Conduct on-site monitoring visit during the program year at funded sub-recipients in order to inspect program files, records, and related information. If necessary, staff may require additional on-site monitoring visits.
 - c. Develop an annual Monitoring Plan that will evaluate each of the sub-recipients' and subcontractors' based on risk factors. The Monitoring Plan will set a schedule for the on-site monitoring visit(s) and provide for a standardized procedure for all monitoring reviews.
- B. Prepare progress reports required by HUD and the COUNTY.
- C. Prepare an annual Consolidated Action Performance Report (CAPER) which reviews the program's progress, financial status, and level of citizen participation during the program year.
- D. Prepare annual Consolidated Plan documents

PART II ADMINISTRATIVE COSTS

A.	Budget for Administrative Services	
1.	Personnel, Travel, Equipment	\$218,396.00
	Total	\$218,396.00

Note:

The administrative costs outlined above reflect estimates only. In no case, shall payments exceed an amount equal to work actually completed (per hour compensation basis) and reported in progress reports. In the event that changes in per costs occur due to administrative action, those changes will be forwarded to the COUNTY through a Letter of Agreement.



a voluntary association of local governments serving Creek, Osage, Rogers, Tulsa and Wagoner Counties
2 West 2nd Street, Suite 800 Tulsa, Oklahoma 74103-3123 918.584.7526 www.incog.org

MEMORANDUM

TO: Nick Williams, Assistant District Attorney

FROM: Claudia Brierre

DATE: July 14, 2023

**RE: TULSA COUNTY CDBG URBAN COUNTY ADMINISTRATIVE SERVICES
FY 2023 CONTRACT WITH INCOG**

Attached is the contract between the County and INCOG for administration of the Tulsa County CDBG Urban County program for FY2023. The grant year begins July 1, 2023 and ends June 30, 2024.

The contract language is identical to contracts approved in previous years for this service.

The 2022 "Go By" agreement was approved by the BOCC on October 10, 2022 CMF#20221849.

Please contact me with any changes you might have.

Upon completion of your review, please schedule the contract for the County Commission agenda.

Attachment