

**Memorandum of Understanding
between
The City of Bartlesville, Oklahoma
and
Churches United for Community Concern, Inc.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the City of Bartlesville, Oklahoma (hereinafter referred to as “City”) and Churches United for Community Concern, Inc. (hereinafter referred to as “Concern”), collectively referred to as the “Parties”.

RECITALS

WHEREAS, the City of Bartlesville has been awarded a grant in the amount of \$936,189.33 from the FY 2021 Community Development Block Grant – Coronavirus Relief (hereinafter referred to as “CDBG-CV”) Program (Contract #18111 CDBG CR 20); and

WHEREAS, the CDBG-CV grant project funding period is from April 1, 2021 through March 31, 2023; and

WHEREAS, part of the CDBG-CV grant is to be used for rental assistance (\$450,000) and part for utility assistance (\$150,000) for low to moderate income residents of Bartlesville (hereinafter referred to as “Beneficiaries”) who have been affected by the COVID-19 pandemic; and

WHEREAS, Concern has agreed to implement the rental assistance and utility assistance part of the CDBG-CV Grant; and

WHEREAS, the City and Concern want to formalize the relationship between the City and Concern by setting forth a series of mutual expectations; and

NOW THEREFORE, in consideration of the mutual covenants, promises and commitments herein, the Parties agree as follows:

1. CITY RESPONSIBILITIES

- a. The CITY shall spend up to \$1,300.00 for a laptop computer that will be used by CONCERN for the intake of rent and utility assistance Beneficiaries and to track the issuance of benefits to the landlords and utility providers. CONCERN shall retain ownership of the laptop after closeout of the grant.
- b. The CITY shall spend up to \$1,556.00 for a dedicated phone line at the CONCERN office that will be used strictly for providing rent and utility information and assistance as further described below. The cost includes a phone, installation, and monthly service from BTC Broadband. Such phone service will end when the rent and utility assistance has ended.
- c. The CITY shall provide up front funds to CONCERN for rent and utility payments to the landlords and utility providers of the Beneficiaries. The funds will be provided in \$50,000 increments until all rent and utility assistance grant funding has been expended.
- d. The CITY shall provide Concern with blank copies of the attached *Intake Form* and the attached *Landlord Information Statement*.
- e. The CITY shall publicize the availability of the funds and the procedure for applying.
- f. The CITY shall waive any late fees on the city utility bills of Beneficiaries.

- g. The CITY utility billing office shall provide assistance to CONCERN in verifying landlord information and City utility account information.
- h. The CITY shall provide the envelopes and shall mail the assistance checks to the landlords and utility companies.

2. CONCERN RESPONSIBILITIES

- a. CONCERN shall provide rent and utility assistance to low to moderate income Bartlesville residents who have been affected by the COVID-19 pandemic. Assistance shall only include the payment of delinquent rent and utility bills dated no earlier than January 21, 2020.
- b. CONCERN shall require all Beneficiaries to complete and sign the attached **Intake Form**.
- c. CONCERN shall verify landlord information through the City’s utility billing office.
- d. CONCERN shall verify utility account information through PSO, ONG, or the City of Bartlesville as applicable.
- e. CONCERN shall request documentation of the connection to COVID-19. Acceptable COVID documentation will include pay stubs or bank statements showing loss of income; documentation from an employer showing they were furloughed or let go; documentation of business closure; and documentation of unpaid leave due to COVID illness, quarantine, or lockdown. The eligibility of any other COVID related issue will be determined on a case by case basis.

f. CONCERN shall follow HUD’s low to moderate income limit standards:

Income Limits by Number of Persons Living in the Household							
1	2	3	4	5	6	7	8
\$36,900	\$42,150	\$47,400	\$52,650	\$56,900	\$61,100	\$65,300	\$69,500

g. CONCERN shall adhere to the 2020-2021 Fair Market Rents for Washington County:

FY 2020 & FY 2021 Fair Market Monthly Rent by Number of Bedrooms					
Year	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
FY 2021	\$612	\$639	\$728	\$1,017	\$1,194
FY 2020	\$518	\$610	\$696	\$941	\$1,110

If utility costs are included in the monthly rent, the rent plus utilities cannot exceed the Fair Market Monthly Rent.

- h. CONCERN shall place the following limits on the assistance per Beneficiary:
 - i. up to 3 consecutive months or 99 days of rent assistance, and
 - ii. up to 3 consecutive months or 99 days of electric assistance, and
 - iii. up to 3 consecutive months or 99 days of gas assistance, and
 - iv. up to 3 consecutive months or 99 days of water assistance.
 If a Beneficiary’s delinquent bill exceeds the above amount, CONCERN shall start with the oldest bills.
- i. CONCERN shall keep the funds for this program in a separate, dedicated checking account.
- j. CONCERN shall make the Beneficiary’s delinquent rent payments directly to the Beneficiary’s landlord and shall require the Beneficiary’s landlord to complete and sign the attached **Landlord Information Statement**.

- k. CONCERN shall only make utility assistance payments for delinquent electric, gas, or water, and the payment shall be made directly to either PSO, ONG, or the City of Bartlesville. The entire City utility bill is eligible, and reconnect fees are also eligible. CONCERN shall not use grant assistance funds to pay any late fees included on the City utility bill.
- l. CONCERN shall keep all confidential information in a locked metal filing cabinet. Confidential records include, but are not limited to, staff personnel files, labor and civil rights complaints, and the incomes of project beneficiaries.
- m. CONCERN shall use ODOC's provided, attached Excel spreadsheet, ***LMI Beneficiary by Beneficiary Tracker, Project Detail Report***, to document client information, assistance received, COVID eligibility, and intake information.
- n. If a duplication of benefits is found, CONCERN shall notify the CITY, verify that the beneficiary signed the subrogation statement, and keep records of duplicative assistance identified.
- o. On the 5th of each month, or a timeframe mutually agreeable to both parties, CONCERN shall provide the CITY with copies of all documentation provided by Beneficiaries, landlords, and utility providers from the previous month. If the 5th falls on a Saturday or Sunday, the documentation will be due the following Monday.
- p. CONCERN shall provide the CITY with any additional documentation and information needed for a reimbursement claim for CDBG-CV funds.
- q. CONCERN shall keep documentation of paper and/or copy usage for possible modification to and reimbursement from the grant.
- r. Within 14 days of the end of the grant project funding period, CONCERN shall pay back to the CITY any CITY funds that have not been expended.
- s. CONCERN shall follow the policies and procedures noted above or may be held financially responsible for any necessary repayment to the CITY.
- t. CONCERN shall obtain insurance to cover denial of reimbursement by the CDBG Program. CONCERN shall keep documentation of coverage for possible modification to and reimbursement from the grant.

SIGNATURES

IN WITNESS WHEREOF, the City of Bartlesville and the authorized representative of Churches United for Community Concern, Inc. have executed this Understanding on this ____ day of _____, 2021, the effective date of this Understanding.

CITY OF BARTLESVILLE

CHURCHES UNITED FOR COMMUNITY
CONCERN, INC.

By _____
(Signature)

By _____
(Signature)

(Printed Name and Title)

(Printed Name and Title)

Applicant Name _____	
Address _____	Phone _____
Email Address _____	Date _____

Are you a Bartlesville resident? YES NO
Attach proof of identity and residency, i.e. driver's license and utility bill.

How many persons live in your household? _____

What is your total household income? (include everyone 18 yrs and older) \$ _____

Has your current need been caused by the COVID-19 pandemic? YES NO

Place a mark beside the cause(s) experienced and ATTACH PROOF.

- _____ have been laid off
- _____ place of employment has closed
- _____ have experienced a reduction in hours of work
- _____ must stay home to care for children due to closure of day care and/or school
- _____ lost child or spousal support
- _____ have not been able to work or missed hours due to contracting COVID-19
- _____ unable to find work due to COVID-19
- _____ unwilling/unable to participate in previous employment due to high risk of illness from COVID-19
- _____ other (describe) _____

I am applying for Rent Assistance:

How many bedrooms does your home have? _____ What is your current monthly rent? \$ _____
Do you/have you received rental payment assistance from any other source? YES NO
Attach rental agreement and past due notice(s).

I am applying for Utility Assistance:

Do you/have you received utility payment assistance from any other source? YES NO
Attach past due bill(s).

This program is funded by a federal grant and requires the collection of certain information for reporting purposes. The information you provide is confidential.

CDBG-CV Rental Agreement Plan
Landlord Information Statement

- A. Your tenant, _____ has applied with *Concern* for assistance with a monthly rental payment. **(No late fees will be paid.)**
- B. Your tenant must have paid the **first full month of rent, (not a move-in special)**. The tenant must obtain from you one of the following documents: a legal eviction notice or a late notice indicating the payment is past due and the amount of one month's rent payment. Regardless of the document that you furnish or the amount of back monies due, you must indicate the amount of one month rent without late fees.
- C. There is **Absolutely No Guarantee** that even if your tenant qualifies their rent will be paid. Once monies received are exhausted, no further payments will be made. Monies paid will be mailed directly to you in the form of a check.
- D. If you receive any other federal funding related to COVID-19 you agree to repay *Concern* the amount that we paid for your tenant.

Landlord Statement

I, _____ certify that I am the landlord of the above named tenant living
Name of landlord

at _____
Tenant Address, City, State, Zip Code

I further certify that subject tenant is in fact overdue on rent for the domicile at the address indicated above. I agree and have furnished the tenant with one of the required supporting documents depicting one month rent payment is \$ _____. The total rent payment overdue is \$ _____.

Signature of Landlord or Agent

Landlord Name Printed

Date Signed

Address of Landlord or Agent

Apartment Complex Name if Applicable

City/State/Zip Code

Apartment Complex Mailing Address

Daytime Telephone Number

Email Address

Please return this form to:

Concern

333 S. Penn Avenue

Bartlesville, OK 74003

Phone: (918) 214-8945

or scan and email to director@concerncares.com

