

CDBG Professional Services Contract
Analysis of Impediments to Fair Housing Choice Update
City Of Lakewood, Ohio

This AGREEMENT entered into as of this 23rd day of May, 2018, by and between the **City of Lakewood, Ohio**, (hereinafter referred to as "City") and the **Fair Housing Center for Rights & Research** (hereinafter referred to as "Fair Housing Center" or "Sub-recipient").

WITNESSETH THAT:

WHEREAS, Pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City of Lakewood has applied for and received a FY 2018 Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, included in said application, or provided for in subsequent amendments to said application, is the activity entitled **2018 Lakewood Analysis of Impediments to Fair Housing Choice Update**; and

WHEREAS, it is necessary that the City and the Sub-recipient enter into an AGREEMENT for the implementation of said activity;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Responsibility for Grant Administration. The City is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of sub-recipients or contractors by the City or the Sub-recipient does not relieve the City of this responsibility. The City is also responsible for determining the adequacy of performance under Sub-recipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as those actions described in 24 C.F.R. Section 570.910.
2. Scope of Service. The Sub-recipient hereby agrees to utilize funds made available under the CDBG program for the purpose of implementing the above-mentioned activity as described in Attachment I - Work Program, which is attached hereto and made a part hereof by this reference as if fully rewritten. Changes to Attachment I may be requested from time-to-time by either the City or the Sub-recipient and shall be incorporated in written amendments to this Agreement.
3. Time of Performance. This Agreement shall take effect as of **June 1, 2018** and continue through and including **December 31, 2018** or for such extended period as may be mutually agreed upon by the parties in writing and made a part of this Agreement. The terms and requirements in this Agreement shall terminate when total compensation provided to the Sub-recipient by the City has reached **\$15,000** or the time of performance has elapsed, whichever comes first.
4. Compensation. The City shall compensate the Sub-recipient for all expenditures made in accordance with the schedule set forth in Attachment II - Program Budget, which is attached hereto and made a part hereof as if fully rewritten. Such compensation shall be provided to the Sub-recipient to the City during the term of this Agreement, and shall not exceed **\$15,000**. In no event are payments to be financed by funds other than the funds granted by the Federal Government for the CDBG Program.

5. Method of Payment. The City agrees to reimburse the Sub-recipient for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained by the Sub-recipient under those generally accepted accounting principles and procedures approved by the City and outlined in Federal Management Circulars A-110 and A-122. The City shall review requests for payment of services to ensure payment is reasonable and necessary; that it is for work completed; that it is not a duplicate payment; and that it is in conformance with this Agreement.
6. Reversion of Assets. In the event this Agreement is terminated pursuant to Section 10 herein, all CDBG funds on hand and provided by the City, all program income attributable to CDBG funds provided by the City, and all real and personal property attributable to CDBG funds provided by the City, shall revert solely to the City, and the Sub-recipient releases all rights and interests in such funds and property.
7. Subcontracting. None of the services covered by this Agreement shall be subcontracted without approval of the contract document and prior written approval by the City.
8. Other Program Requirements. The Sub-recipient shall carry out each activity described in Attachments I and II in compliance with all program requirements set forth in Attachment III, and all administrative requirements described in 24 C.F.R. 570.502 (see Attachment V), and all Federal laws and regulations described in subpart K of 24 C.F.R. part 570, except that:
 - a. Sub-recipient does not assume the City's environmental responsibilities as described at 24 C.F.R. Section 570.604; and
 - b. Sub-recipient does not assume the City's responsibilities for initiating the review process under provisions of 24 C.F.R. part 52.
9. Maintenance and Availability of Records. In connection with the Agreement, the Sub-recipient shall maintain all accounting and client records and documents, paper, maps, photographs, other documentary materials, and any evidence pertaining to cost incurred, as more fully described in ATTACHMENT IV - Records to be Maintained, which is attached hereto and made a part hereof by this reference as if fully rewritten.

Such records shall be furnished and available for inspection by the Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any authorized representative of the City, and will be retained for three (3) years after the expiration of this AGREEMENT unless permission to destroy them is given by the City.

Such records shall be available at the Sub-recipient's offices at all reasonable times during the contract period. If a claim, investigation or litigation is pending after what is assumed to be final payment, that, in effect cancels the final payment date, the retention period will not begin until final settlement of the claim, investigation, or litigation.

10. Termination. The City may terminate this Agreement and such additional amendments or supplemental Agreements related thereto, hereafter executed, in whole or in part, and may recover any Block Grant funds at its discretion if sub-recipient:
 - a. Violates any provision of this Agreement; or
 - b. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or
 - c. Violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of HUD has issued or shall subsequently issue during the period of this Agreement; or
 - d. Fails to complete performance in a timely manner.

The City may also terminate this Agreement and such additional amendments or supplemental agreements related thereto, hereafter executed, in whole or in part, by giving the Sub-recipient thirty (30) days written notice, in the event that the Secretary of HUD shall:

- a. Withdraw funds allocated to the City under its application for program activities which substantially prevent performance of the community development program in the City;
- b. Terminate the City's funding allocation pursuant to an Act of Congress; or
- c. Fail to approve a grant application(s) filed by the City.

Either party may terminate this Agreement for convenience, pursuant to 24 C.F.R. 85.44, as referenced through 24 C.F.R. 570.503 (b)(7). (See Attachment VI.)

- 11. Audit. The Sub-recipient will comply with the audit requirements set forth in OMB Circulars A-110 and A-133.
- 12. Compliance with Local Laws. The Sub-recipient shall comply with all applicable Federal, State, and local laws.
- 13. The Sub-recipient agrees to protect, defend, hold harmless, and indemnify the City from and against any and all claims, actions, liabilities, losses, costs, and expenses arising out of any actual or alleged death or injury to any person, damage to any property, or any other damage or loss by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect, whether latent or patent, in any services rendered hereunder.

IN WITNESS WHEREOF, the City and the Sub-recipient have executed this Agreement as of the date first above written.

City of Lakewood, Ohio



Mayor

5/23/18

Date

Fair Housing Center for Rights & Research

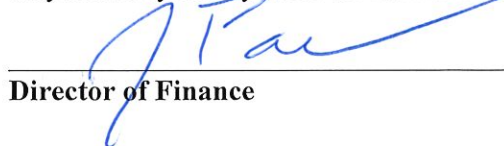


Director

5/23/18

Date

This certification is for City of Lakewood Community Development Block Grant (CDBG) funds only. I hereby certify there are sufficient resources in the proper fund to meet the above expense.



Director of Finance

5/23/18

Date

The legal form and correctness of the within document is hereby approved.



Director of Law

5/23/18

Date

Attachment I
Work Program/Scope of Services
Analysis of Impediments to Fair Housing Choice Update

I. Scope of Services

The Fair Housing Center’s update to Lakewood’s 2011 Analysis of Impediments to Fair Housing Choice must comply with all applicable U.S. Department of Housing and Urban Development (HUD) regulations, rules, and requirements and must incorporate, but not be limited to, the following components.

- analysis of fair housing complaint and Home Mortgage Disclosure Act (HMDA) data;
- analysis and identification of trends revealed by rental and sales audits conducted by the Fair Housing Center during prior years;
- summary the City’s 2011-2017 fair housing actions and accomplishments;
- analysis of local and regional demographic and housing data and trends;
- impact analysis of local and regional rental and sales market fluctuations on fair housing;
- assessment of and recommendations to strengthen the City’s internal procedures for addressing incidents of housing discrimination;
- identification and explanation of Lakewood’s impediments to fair housing choice;
- recommendations regarding best practices and innovative solutions to mitigate and eliminate of the City’s barriers to fair housing choice.

II. Work Schedule

Sub-recipient will implement the Scope of Services described in Section I above according to the following schedule.

Task	Start Date	End Date
Data Analysis, Targeted Interviews & Public Participation Requirements	6/1/2018	9/30/2018
Draft Completed & Submitted to City		11/15/2018
City Draft Review & Comment	11/15/2018	11/30/2018
Final AI Update Report Approved, Completed & Published	11/30/2018	12/31/2018

III. Program Revisions

Revisions to the scope of services and/or work schedule require prior written approval by the City.

Attachment II
Project Budget
Analysis of Impediments to Fair Housing Choice Update

Total Costs Not To Exceed \$15,000

I. Payment Schedule

The payment schedule for the Scope of Services described in Attachment I – Work Program to this Agreement is as follows.

Task	Start Date	End Date	Payment Due
Data Analysis, Targeted Interviews & Public Participation Requirements	6/1/2018	9/30/2018	
Draft Completed & Submitted to City		11/15/2018	\$7,500
City Draft Review & Comment	11/15/2018	11/30/2018	
Final AI Update Report Approved, Completed & Published	11/30/2018	12/31/2018	\$7,500
		Total	\$15,000

II. Method of Payment

Payment shall be made upon submission of an invoice by the Fair Housing Center showing completion of the contracted activities. All payments shall be made by check delivered to the Fair Housing Center, 2728 Euclid Avenue, Suite 200, Cleveland, OH 44115.