

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS 67A (hereinafter "GOVERNMENT"), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, and TDA, Inc. (hereinafter "CONTRACTOR"), whose mailing address is 131 Atkinson Street, Suite B, Laurinburg, North Carolina 28352.

WITNESSETH:

WHEREAS, GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development (hereinafter "HUD") under the Federal Community Development Block Grant Program and the HOME Investment Partnerships Program;

WHEREAS, GOVERNMENT is required to complete an Analysis of Impediments to Fair Housing Choice in Lexington-Fayette County, Kentucky;

WHEREAS, GOVERNMENT solicited Request for Proposals, RFP #29-2015, on June 23, 2015;

WHEREAS, GOVERNMENT has selected CONTRACTOR to perform the herein described services;

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written Agreement with CONTRACTOR;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

ARTICLE I

General Terms:

1. The terms of this Agreement shall be for a period beginning with the date first above written and continuing until March 1, 2016, unless within that period GOVERNMENT gives CONTRACTOR thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to CONTRACTOR.
2. The total amount of grant funds available for distribution by the GOVERNMENT shall not exceed \$48,464.03 for the support and performance of the herein described services and scope of work. Final payment will be made to the CONTRACTOR upon completion and delivery of final report, acceptable to the GOVERNMENT.
3. This Agreement shall include the following additional documents, which are attached hereto as Exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – RFP #29-2015, consisting of 42 pages;
 - b. Exhibit "B" – CONTRACTOR'S Formal Response to RFP #29-2015, consisting of 47 pages;

ARTICLE II

Obligation of GOVERNMENT:

To provide up to \$48,464.03 in grant funds for the support of the herein described services and scope of work.

ARTICLE III

Obligations of CONTRACTOR:

1. CONTRACTOR shall perform the following services in the completion of an Analysis of Impediments to Fair Housing Choice in Lexington-Fayette County, Kentucky and in accordance with the proposal submitted in response to the Request for Proposal:
 - a. The CONTRACTOR will collaborate with the GOVERNMENT'S Division of Grants and Special Programs in the identification, development, scheduling, and implementation of activities designed to complete a HUD acceptable Analysis of Impediments to Fair Housing Choice (hereinafter "AI").
 - b. Work cooperatively with fair housing organizations in the collection of data and information needed and in the implementation of fair housing audits needed to complete the AI.
 - c. Work cooperatively with local and regional agencies, and with various GOVERNMENT departments to collect and analyze the data.
 - d. As part of the consultation and input process, conduct community forums/meetings in coordination with the GOVERNMENT as deemed necessary to complete the AI. Currently, the GOVERNMENT is proposing a minimum of one (1) community forum/public meetings to be held in a location chosen by GOVERNMENT. The GOVERNMENT will be responsible for site selection, and public notices while the CONTRACTOR will be responsible for inviting participants, preparing agendas, handouts and other presentation materials as appropriate as well as maintain transcripts and minutes of the forums/meetings and citizen comments received as a result of each public meeting.
 - e. The CONTRACTOR shall use current rules and guidelines, as well as "*The Suggested Format for the Analysis of Impediments*" in HUD's *Fair Housing Planning Guide (Chapter 2-Appendix, pp. 2-30 and 2-32)* and *24 CFR 570.601* as guide in preparing the AI. This includes the following elements:
 - i. An examination of pertinent data including demographic, income, employment, and housing data as well as studies that have been conducted that relate to fair housing.
 - ii. A review of prior and current activities that promote fair housing, including an assessment of agencies currently providing fair housing programs in the area
 - iii. An examination of fair market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management.
 - iv. An evaluation of public and Private Sector policies and practices which affect the provision of fair housing including but not limited to:
 - Public services, building & safety codes,
 - Planning and zoning laws and site selections,
 - Neighborhood Revitalization, Municipal and other services, Employment, housing, transportation linkage,
 - Public Housing Agency and other Assisted Housing Provider Tenant selection procedures; Housing Choices for Certificate and Voucher holders,
 - Sale of subsidized Housing and possible displacement, property tax policies, planning and zoning boards, building codes (Accessibility).
 - Private Sector Lending Policies and Practices
 - Public and Private Sector, Fair Housing Enforcement, informational programs and visibility in housing
 - v. Identification of impediments to fair housing based on the above work in priority order with recommendations to address identified elements.

- vi. Identification of impediments to equal access to Housing in HUD programs regardless of sexual orientation or gender identity.
- f. The CONTRACTOR shall pursue all reasonable leads to identify and analyze private and public sector practices, policies and laws that create barriers to fair housing choice. These include, but should not be limited, to the following information and analysis on the effect of the following specific areas:
 - i. Building, occupancy, health and safety codes on housing choice and the use of accessibility standards in local construction;
 - ii. Applicable zoning and land use laws and policies that place restrictions on group homes and or mobile home parks;
 - iii. Policies concerning the applicable of local neighborhood or site standards on new construction;
 - iv. Policies and practices that affect the equal provision of government services;
 - v. Policies concerning activities that cause displacement that may affect opportunities to select housing inside and outside areas of minority concentration, or housing that is accessible;
 - vi. Policies and practices that affect the representation of minorities and the disabled on planning and/or zoning boards and commissions;
 - vii. Policies and practices of housing assistance providers with respect to tenant selection, assignment, reasonable accommodation, Limited English Proficiency (LEP) , delivery of services, maintenance and accessibility.
 - viii. Provide extensive and in-depth statistical analysis that identifies potential areas of concerns, impediments, or patterns in the following areas: lending and insurance practices, improper or predatory lending practices, and infringement on fair housing choice and/or civil rights. The selected CONTRACTOR will utilize existing data available from HUD and other Federal agency databases and studies, State and local information sources, private industry reports, studies, and surveys conducted by the GOVERNMENT.
 - g. Keep documentation of information gathered for the AI, methodology used, a list of individuals and groups participating in the development of the AI, and a record of outreach consultation/input activities conducted, and comments received.
 - h. Prepare a professionally written, reproducible report which contains an introduction, overview of methodology, summary of findings, summary of impediments to Fair Housing Choice, detailed information about the impediments to Fair Housing Choice and recommended actions, current fair housing profile (including enforcement and trends), and statistical data and maps.
- 2. CONTRACTOR shall submit to the GOVERNMENT invoices requesting payment for services provided. Invoices shall include evidence of services provided.
 - 3. CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
 - 4. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or other handicap, or age. The CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, age, or handicap. CONTRACTOR will take

affirmative action to insure that all employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this discrimination clause.

5. CONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
6. CONTRACTOR shall retain all records pertinent to expenditures incurred under this Agreement, for a period of (3) three years after the termination of all activities funded under this Agreement. CONTRACTOR shall also provide officials of the GOVERNMENT, officials of HUD, and the Comptroller General of the United States, or any of their authorized representatives, access to any pertinent books, documents, papers, or other records of CONTRACTOR which are pertinent to funds expended under the terms of the Agreement, in order to make audits, examinations, excerpts and transcripts. The right of access shall be for the period in which records are retained. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
7. The CONTRACTOR certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
 - d. Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
8. Certification of Lobbying
 - a. No State funds appropriated to the CONTRACTOR pursuant to this contract shall be used to influence, either directly or indirectly, the introduction or modification of any Federal or State legislation, or the outcomes of any Federal, State, or local election, referendum or initiative.
 - b. In addition, for any payment involving federal funds, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that for the preceding contract period, if any, and for this current period:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The CONTRACTOR shall require that the language of the certification be included in the award documents for all sub awards at all tiers and that all sub recipient s shall certify and disclose accordingly.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of the certification is s prerequisite for making or entering into this transaction imposed under section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.
9. The CONTRACTOR shall comply with 1994's Senate Bill 258, provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, which apply to the CONTRACTOR'S operations.
 10. CONTRACTOR agrees to maintain an A+ Commercial General Liability and Umbrella Excess Liability Protection Insurance Coverage at an amount not less then \$1 million per occurrence for general liability and \$2 million per occurrence for excess liability, Errors and Omissions Protection at an amount not less then \$1 million, and Products and Completed Operations of at least \$1 million. GOVERNMENT will be endorsed on as an additional insured on the CGL policy.
 11. CONTRACTOR shall defend, indemnify, and hold harmless the GOVERNMENT from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR'S negligent acts or misconduct, or errors or omissions, in connection with the performance of this Agreement; (b) CONTRACTOR'S performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the GOVERNMENT; or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event GOVERNMENT is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

ARTICLE IV

Additional Terms:

1. This Agreement may be terminated by the GOVERNMENT upon thirty days written notice, if CONTRACTOR materially fails to comply with any term of the Agreement in accordance with 24 CFR 85.43.
2. This Agreement may be terminated for convenience upon thirty days written notice by the GOVERNMENT in accordance with 24 CFR 85.44.
3. GOVERNMENT and CONTRACTOR each binds himself and his partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
4. The CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement.
5. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
6. This Agreement contains the entire and complete understanding of the parties and neither party has relied upon any representation not contained herein.
7. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and CONTRACTOR.
8. Any written notices, bills, invoices, or reports required by this Agreement shall be sent by the parties hereo in the United States Mail, postage paid, to the addresses noted below:

FOR THE GOVERNMENT:

Lexington-Fayette Urban County Government
 Division of Grants and Special Programs
 200 East Main Street
 Lexington, Kentucky 40507
 ATTN: Irene Gooding, Director

FOR THE CONTRACTOR:

TDA, Inc.
 131 Atkinson Street, Suite B
 Laurinburg, North Carolina 28352
 ATTN: Randall Mullen

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY
 GOVERNMENT

BY: _____
 Jim Gray, Mayor

ATTEST:

 Clerk of Urban County Council

TDA, Inc.

BY: _____

Printed Name

Title

EXHIBIT A
(RFP #29-2015)

EXHIBIT B
(CONTRACTOR'S Formal Response to RFP #29-2015)

