

**CITY OF OKLAHOMA CITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OPERATING AGREEMENT
WITH METROPOLITAN FAIR HOUSING COUNCIL
FY 2024-2025**

This Agreement is made by, between and among The City of Oklahoma City, a municipal corporation, hereinafter called CITY, having a principal place of business at 200 North Walker, Oklahoma City, Oklahoma 73102, and the Metropolitan Fair Housing Council, Inc., hereinafter called SUBRECIPIENT, a private, nonprofit, fair housing agency dedicated to the creation of racially and economically integrated communities, and the elimination of housing discrimination, having a principal place of business located at 312 NE 28th Street, Suite 112, Oklahoma City, Oklahoma 73105; and

WHEREAS, the Housing and Community Development Act of 1974 became effective on August 22, 1974, as amended, the "Act"; and

WHEREAS, Title I of the Act contemplates the use of Community Development Block Grant funds (CDBG) for the establishment and maintenance of viable urban communities as social, economic, and political entities; and

WHEREAS, the specific objective of the Act to achieve viable urban communities includes conservation and expansion of the nation's housing stock by providing decent housing, a suitable living environment and expanding economic opportunities principally for persons of low- to moderate- income as defined by the U. S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Act is intended to emphasize and strengthen the ability of local elected officials to determine the community's development needs, set priorities, and allocate resources to various activities; and

WHEREAS, the City Council of The City of Oklahoma City, as the applicant for and recipient of such CDBG funds, deems it desirable to fully assume the responsibilities contemplated and implied under the Act; and

WHEREAS, the City Council of The City of Oklahoma City deems it desirable to enter into an agreement with the SUBRECIPIENT for the day-to-day conduct of a Community Development Program, under eligible provisions of the Act, while reserving to the CITY complete authority and responsibility for approving such a Community Development Program, its funding and budget, and the terms and conditions under which the Program shall be conducted.

NOW, THEREFORE, effective July 1, 2024, the SUBRECIPIENT agrees to undertake the responsibility to provide fair housing enforcement resources to alleged victims of housing discrimination; respond to consumer complaints of unfair treatment from the housing industry; conduct Fair Housing/Fair Lending education and outreach training for consumers, housing providers, public and private organizations; and conduct counseling and mediation services to promote equal housing opportunity; and The City of Oklahoma City and the Metropolitan Fair Housing Council, Inc., do hereby agree to all the foregoing and further agree as follows:

1. Scope of Work / National Objectives

As part of CITY's Community Development Program SUBRECIPIENT shall undertake and provide all services and products described in Schedule "A", "Scope of Work", attached hereto and incorporated as a part by reference. Schedule "A1" contains other contract provisions, if any.

2. **Term of Agreement**

The term of this Agreement shall be effective from July 1, 2024, and extend to June 30, 2025.

All scheduled work provided for in this Agreement shall be completed by, or under contract for completion, by June 30, 2025.

3. **Funding**

In exchange for the services and products to be provided under this Agreement, CITY shall allocate to SUBRECIPIENT FY 2024-25 CDBG funds and/or prior year funds specifically identified for such activity as such funds become available from HUD, and from no other source; provided however, that such compensation to SUBRECIPIENT shall not exceed \$93,000.00 or subsequent revised budget amount, even if less, incorporating prior years carryover, if any, at the CITY'S option. The amount set forth below is the total funding amount pursuant to this Agreement.

It is agreed and understood by the CITY and SUBRECIPIENT that this Agreement shall not provide for compensation beyond the end of the CITY's present fiscal year, that being June 30, 2025.

4. **Day-to-Day Operation and Administration**

Day-to-day operation and administration of the Community Development Program, which is the subject of this Agreement, including accounting responsibilities, shall be performed by and be the responsibility of SUBRECIPIENT.

5. **Subcontracts**

SUBRECIPIENT may enter into subcontracts for necessary assistance in completing work that is the subject of this Agreement. Such subcontracts shall be in accordance with applicable laws and regulations; further, SUBRECIPIENT shall be responsible for the work performed by such subcontractors and for all expenditures made under such subcontracts.

a. SUBRECIPIENT and its contractors and subcontractors, prior to entering a contract for the use of CDBG funds shall:

- (i) Obtain a valid Unique Entity Identifier (UEI).
- (ii) Register or update registration in the System of Award Management (SAM) Federal database of debarred contractors, and.
- (iii) Maintain an active and approved SAM registration with current information at all times during which it has an active contract or award involving CDBG funds.

b. For all subcontracts greater than \$25,000, SUBRECIPIENT shall compare each contractor or subcontractor's business name and UEI number against the SAM database. SUBRECIPIENT shall print and retain the results of the SAM search in the contract file for auditing purposes. SUBRECIPIENT shall not award contracts to any entity that is not listed as "active" on the SAM database.

6. **Compliance with other laws**

SUBRECIPIENT shall comply with all federal, state, and municipal laws, rules, and regulations applicable to the Community Development Program that is the subject of this Agreement, with particular attention to the following:

a. Title VI of the Civil Rights Act.

No person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, religion, sex, or national origin. The SUBRECIPIENT shall exercise no action that is contrary to Public Law 88-352 (Title VI) or the Fair Housing Act (42 USC § 3601), with the activities conducted with the Federal financial assistance provided under this Agreement. SUBRECIPIENT shall maintain complete records of all applicants, and of the disposition of such applications to assure compliance with this Section.

b. Section 3 Compliance.

As this contract is for services that do not include construction or rehabilitation activities and is under the regulatory expenditure threshold, Section 3 is not applicable.

c. Program Income.

The receipt and disposition by SUBRECIPIENT of program income, as defined in 24 CFR § 570.500 (a), shall be under provisions of 24 CFR § 507.504(c) which provides this Agreement shall specify whether program income will be returned to the CITY or retained by the SUBRECIPIENT. No Program Income is envisioned or allowed under this contract. In the event any Program income is generated, it shall be submitted to the CITY immediately upon receipt.

d. Environmental Responsibilities.

The SUBRECIPIENT shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR § 570, except that:

- i) The SUBRECIPIENT does not assume The CITY'S environmental responsibilities with respect to 24 CFR § 570.604; and
- ii) The SUBRECIPIENT does not assume The CITY'S responsibility for initiating the environmental review process under 24 CFR Part 58.

Funding under this Agreement is conditioned upon the City's determination to proceed with, modify or cancel any project based on the results of a subsequent Environmental Review.

7. **Reports and Audits**

- a. SUBRECIPIENT shall furnish to the CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, and guidelines throughout the term of this Agreement and the retention period specified in Section 19 of this Agreement. Further, SUBRECIPIENT shall provide any other reports deemed reasonably necessary by the CITY. The CITY, HUD, or the Comptroller General of the United States or any of their duly authorized representatives shall have the right and option to monitor, inspect, audit and review SUBRECIPIENT'S performance and operation of the Community Development activities to be performed under this Agreement; and in connection therewith, all of the above mentioned entities may inspect all records, books, documents, or papers of SUBRECIPIENT and the subcontractors of SUBRECIPIENT, to make audit examination, excerpts and transcriptions.
- b. SUBRECIPIENT shall comply with audit requirements stated in 2 CFR Part 200, Subpart F which sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards.

8. **Personnel Policies and Internal Procedures**

Personnel policies, pay scales and operating procedures of SUBRECIPIENT shall be the responsibility of and shall be determined by SUBRECIPIENT. Copies of such personnel policies, pay scales and internal operating procedures, including any amendments thereto, shall be furnished to the CITY upon request.

9. **Compliance with CITY Policy Statements**

CITY policy statements applicable to the CITY's community development program are attached hereto and labeled as Schedule "C" and are made a part of this Agreement by reference. SUBRECIPIENT and all subcontractors shall comply with such CITY policy statements.

10. **Conflict of Interest**

No persons who exercise or have exercised any functions or responsibilities regarding the program, or who can participate in a decision-making process or gain inside information regarding activities, may obtain a financial interest or benefit from the assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to such assisted activity, or with respect to proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during his or her tenure or for one year thereafter, except as outlined in Schedule "D", if applicable, which is incorporated as a part of this Agreement by reference. For the purposes of this paragraph, 'person' includes anyone who is an employee, agent, consultant, officer or elected or appointed official of the CITY or of the Metropolitan Fair Housing Council.

11. **Non-Discrimination Certificate**

With the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, applicant for employment or deny any services because of race, color, religion, sex, sexual orientation, gender identity or national origin. SUBRECIPIENT further agrees to take affirmative action to ensure that applicants, and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such actions shall include, but not be limited to employment, upgrading, demotion or transfer, recruiting, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

- a. SUBRECIPIENT shall post the Non-Discrimination Statement attached and labeled as Schedule "B" in a conspicuous place, available to employees and applicants for employment, setting forth provisions of this Section. SUBRECIPIENT further agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- b. SUBRECIPIENT shall include this non-discrimination clause in any subcontracts connected with the performance of City/Trust agreement(s)/contract(s); and
- c. In the event of the SUBRECIPIENT's non-compliance with the above non-discrimination clause, this City agreement(s)/contract(s) may be terminated by the City. The SUBRECIPIENT may be declared by the City/Trust ineligible for further agreement (s)/contract(s) with the City/Trust until satisfactory proof of intent to comply is made by the Subrecipient. Section 25-41, Article III, Chapter 25 of the Oklahoma City Municipal Code, 2020.

12. **Hold Harmless Clause**

SUBRECIPIENT shall defend, indemnify, and save harmless the CITY from all claims and causes of action against the CITY for damages or injury to any person or property arising solely out of, or in connection with, the negligent performance or negligent acts of SUBRECIPIENT, its subcontractors, agents, or employees under the terms of this Agreement. In addition to the foregoing, SUBRECIPIENT agrees to hold harmless the CITY from any liability arising from the

claims of SUBRECIPIENT's subcontractors or any others, which SUBRECIPIENT might employ or obtain services or materials from for the performance of this Agreement.

13. **Independent Contractor Status**

SUBRECIPIENT agrees to conduct itself in a manner consistent with such status and agrees that it will neither hold itself out as nor claim to be an officer, employee or agent of the CITY by this Agreement, and that it will not, by reason of this Agreement, make any claim, demand, or application for any right or privilege available to an officer, employee or agent of the CITY, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit.

14. **Termination**

This Agreement incorporates the provisions of 2 CFR Part 200, Subpart D. This Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) days' written notice from the CITY to SUBRECIPIENT for the following reasons:

- a) Failure to perform the services set forth in the Scope of Services as described in Exhibit A hereto and requirements incident thereto.
- b) Making unauthorized or improper use of funds provided under this Agreement.
- c) Submission of an application, report or other document pertaining to this Agreement which contains misrepresentation of any material aspect.
- d) The carrying out of the Scope of Services or the objectives of this Agreement are rendered unfeasible, impossible, or illegal.
- e) Failure of HUD to make funds available, or if HUD suspends funds for any reason.
- f) Upon the determination of the CITY that the Agreement be suspended or terminated, without cause.
- g) For the convenience of the CITY in accordance with 24 CFR Part 85.44.

Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

15. **Lobbying**

SUBRECIPIENT IS FORBIDDEN FROM LOBBYING WITH FUNDS PROVIDED IN THIS AGREEMENT AND SHALL EXECUTE THE LOBBYING CERTIFICATION ("SCHEDULE E") AS PART OF THIS DOCUMENT.

16. **Budgets**

IT IS EXPRESSLY UNDERSTOOD BY SUBRECIPIENT THAT BUDGETS SHALL NOT BE EXCEEDED IN ANY CASE. SUBRECIPIENT SHALL SUBMIT ANY BUDGET REVISION REQUEST IN WRITING TO THE CITY'S HOUSING AND COMMUNITY DEVELOPMENT DIVISION MANAGER. ALL RESPONSES TO BUDGET REVISION REQUESTS WILL BE PROVIDED BY THE CITY IN WRITING. SUBRECIPIENT shall not make change orders that would require an increase in the proceeds provided in this Agreement.

17. **Debarment Certification**

SUBRECIPIENT certifies by execution of this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. SUBRECIPIENT shall

require all sub-contract agreements funded under this Agreement to include this certification by the sub-contractor.

18. Administrative Requirements

SUBRECIPIENT shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200. The SUBRECIPIENT shall fully read 2 CFR Part 200, which requirements and principles apply to non-federal entities that receive Federal awards. The SUBRECIPIENT shall then sign the Grant Policy and Procedure Review Certification form attached to this Agreement as Schedule "F." In addition:

- a) SUBRECIPIENT shall comply with the provisions of 2 CFR § 200.420 through §200.475 which detail acceptable cost principles and "Considerations for selected items of cost."
- b) The minimum records retention period referenced in 2 CFR § 200.334 pertaining to individual CDBG activities shall be three (3) years. The retention period will start from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.
- c) If any litigation, claim, or audit is started before the expiration of the 3-year period, the SUBRECIPIENT shall retain records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- d) Funds shall only be used for activities in the approved Scope of Work and shall not be used to purchase real property or equipment.
- e) Concerning termination of this Agreement, SUBRECIPIENT shall comply with the provisions of 2 CFR § 200.339, as well as Section 14 of this Agreement.

19. Reversion of Assets

Upon the expiration of this Agreement the SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, within 30 days of expiration.

20. Documentation Necessary for Required Assurances

SUBRECIPIENT shall appoint Compliance Officers for the purposes of ensuring that compliance provisions are met, to develop and maintain documentation necessary to assure compliance with the provisions of the Housing and Community Development Act of 1974, and such other Acts and amendments thereto and shall provide such documentation and certification as may be needed to enable the Mayor, and the Chief Executive Officer of the CITY, to execute assurance of compliance. In addition, SUBRECIPIENT shall furnish such information and maintain such records as may be needed to enable both SUBRECIPIENT and the CITY to meet the requirements of the National Environmental Policy Act and the Clean Air Act.

21. Religious Considerations

CDBG funds may not be used to acquire, construct, or rehabilitate properties used primarily for religious purposes, or to promote religious interest. Funded groups cannot promote or require religious beliefs, teachings, and/or interest when serving the public with CDBG funds.

The parties hereto agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Agreement.

Should it become necessary to determine the meaning or otherwise interpret any word, phrase, or provision of this Agreement, or should the terms in any way be the subject of litigation in any court of laws or equity, it is agreed that the laws of the State of Oklahoma shall exclusively control same.

SUBRECIPIENT states it possesses experience, know-how, and ability in conducting and performing the program that is the subject of this Agreement and agrees to use such experience, know-how and ability in its prosecution and completion of this Agreement for the benefit of CITY. SUBRECIPIENT agrees to put forth its best efforts on behalf of the CITY and promises to adhere to good business and professional practices in its prosecution and completion of this Agreement.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto set their hands this ____ day of _____, 2024.

ATTEST:

METROPOLITAN FAIR HOUSING
COUNCIL INC.



Secretary



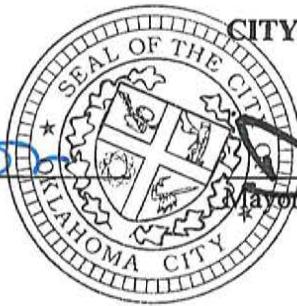
Mary Dulan, Executive Director

ATTEST:

CITY OF OKLAHOMA CITY



City Clerk





Mayor

REVIEWED as to form and legality.



Assistant Municipal Counselor

SCHEDULE "A"

SCOPE OF WORK

GOAL I: To provide free Fair Housing and Housing Rights education, advocacy, enforcement and legal resources to persons who feel they have experienced housing discrimination and/or unfair practices in a housing-related transaction, including but not limited to rental, sales, financing/lending, appraisal/inspection, insurance of housing.

OBJECTIVE I: COMPLAINT INTAKE AND ASSESSMENT - To counsel people with allegations of housing discrimination or allegations of unfair housing practices on their rights and remedies under local, state and federal Fair Housing laws, regulations and policies by Telephone Information Services, In-House Counseling and/or by Virtual Internet Platforms.

To conduct complaint intake and assessment to determine housing-related remedy and/or resolution services. (Measure: number of complaints received, case number, protected class, time record, type of complaint and status of case).

A. Initial Intake and Counseling, Conduct Case Review to Determine Remedy Needed:

- 80 Cases x 1 Hour Each Case @ \$65 p/h = \$5,200.

B. Evidence Gathering for Complaints Resolved by Counseling:

- 80 Cases x 2 Hours each Case @ \$65 p/h = \$10,400.

C. Evidence Gathering for Complaints Not Resolved by Counseling:

In-house referral for investigation to determine resolution needed, including mediation, Fair Housing testing, HUD complaint filing and/or legal remedy:

- 20 Cases x 8 Hours Each Case x \$65 p/h = \$10,400.

OBJECTIVE II: IN-HOUSE MEDIATION SERVICES - To provide MFHC's In-House Mediation Services for Fair Housing and renters' rights, tenant/landlord disputes and other housing-related complaints for voluntary complaint resolution. To serve as the housing rights advocate for the alleged victim (complaining party) during the mediation process, to provide underserved persons equal access to remedies under housing laws.

A. MFHC Fair Housing Mediations, Including Requests for Reasonable Accommodation (RA) and/or Reasonable Modifications (RM) Due to Disability:

MFHC staff shall conduct a request for reasonable accommodation or modification and submit the same to the housing provider to mediate when a complainant is disabled and needs a change in a rule, policy, practice or service (RA) to allow equal housing opportunity; and/or needs a structural change or modification (RM) to allow accessibility. A housing provider's denial of an RA and/or RM Request may generate a formal housing discrimination complaint filing with the U.S. Department of Housing & Urban Development (HUD), the U.S. Department of Justice (DOJ) and/or litigation under MFHC's Law Department.

- 10 Cases x 10 Hours Each Case x \$65 p/h = \$6,500.

B. MFHC Fair Housing Mediations In Housing-Related Transactions: MFHC staff shall conduct a Fair Housing mediation to informally resolve an allegation of housing discrimination based on race, color, religion, national origin, sex, familial status or disability (protected classes) in rental, sales, financing (lending), appraisal/inspection, insurance of housing to prevent loss of equal housing opportunity by the complaining party. Failure of informal Fair Housing mediation may generate a formal housing discrimination complaint filing with the U.S. Department of Housing & Urban Development (HUD), the US Department of Justice (DOJ) and/or litigation under MFHC's Law Department.

• 5 Cases x 10 Hours Each Case x \$65 p/h = **\$3,250.**

C. MFHC Renters' Rights and/or Tenant/Landlord Mediations:

MFHC staff will conduct mediations in attempt to informally resolve the complaint of an unfair housing-related transaction in a Voluntary Compliance Agreement, acknowledged by both parties.

• 20 Cases x 5 Hours Each Case x \$65 p/h = **\$6,500.**

OBJECTIVE III:

FAIR HOUSING INVESTIGATIONS and/or FAIR HOUSING TESTING

To conduct Fair Housing Investigations and/or Fair Housing testing of allegations based on violations under the Fair Housing Act (Title VIII of the Civil Rights Act of 1968-1988 Amendments) based on Race, Color, Religion, National Origin, Sex, Familial Status and Disability. Alleged violations may generate Rental Tests, Sales Tests, Lending Tests, Insurance Tests, Appraisal Tests, Accessibility Tests (including New Design & Construction Compliance) and Systemic Tests.

Testing Activity for Complaints to Determine Enforcement Remedy:

(Includes Test Assignment, Test Debriefing, Test Analysis, Determination of violations found that may generate a formal housing discrimination complaint filing with the U.S. Department of Housing & Urban Development (HUD) Department of Justice (DOJ) and/or litigation under MFHC's Law Department.

• 20 Tests x 8 Hours Each Case (Staff) x \$65 p/h = **\$10,400.**

• 20 Tests Conducted by Fair Housing Testers

Tester Reimbursement @ \$50 Each Complete Test = **\$1,000.**

(Reimbursement for a total of 20 Complete Tests may include "Match-Paired" (2 Testers), "Individual Accessibility" (1 Tester), and/or "Sandwich Tests" (3 Testers).

OBJECTIVE IV:

FAIR HOUSING VOLUNTEER RECRUITMENT AND TRAINING

To recruit diverse volunteers to be trained to serve as Fair Housing Testers who gather objective evidence of housing practices in Rental, Sales, Lending, Insurance, Appraisal, Accessibility (including New Design & Construction Compliance) and Systemic housing transactions. MFHC shall conduct a mandatory 3-hour Fair Housing Tester Training Seminar. Subrecipient shall provide a list of testers trained, their race, ethnicity, gender data and tester training dates. Training shall include a minimum of three volunteers to train chosen volunteers to be objective fact finders.

• 40 Hours x \$65 p/h = **\$2,600.**

OBJECTIVE V: RECRUIT VOLUNTEER ATTORNEYS

Recruit volunteer attorneys as Cooperating Attorneys for MFHC's Legal Assistance Program, through MFHC's Law Department, to represent victims of housing discrimination in county, state, or federal court and/or HUD complaint processing, including election, settlement and/or conciliation. MFHC's Legal Fund (Revolving Litigation Expense Fund) may be accessed for court costs and investigative costs for litigation. MFHC shall require the Cooperating Attorney and/or MFHC Staff Attorney to refund/reimburse the Legal Fund for costs expended if they prevail in recovery of monetary relief. (Measure: number of contacts per period, document log to include attorney name, date, correspondence, activity).

- 90 Hours x \$65 p/h = \$5,850.

OBJECTIVE VI: FAIR HOUSING SERVICES DOCUMENTATION

Prepare and Submit Monthly Reports of MFHC Fair Housing activity conducted in Oklahoma City including Fair Housing Enforcement, Advocacy and Fair Housing Education/Outreach activities, Outcomes, and Results.

- 72 Hours x \$65 p/h = \$4,680.

Prepare and submit Annual Fair Housing Report. Compile annual Fair Housing education and enforcement data, HUD complaints filed, litigation efforts, complaints resolved to benefit client, monetary and non-monetary outcomes, analysis and identification of impediments or barriers to fair housing choice in Oklahoma City, with outcomes and recommendations for the "Analysis of Impediments to Fair Housing Choice" (AI) or alternative fair housing evaluation and planning documents required by HUD. Document actions taken to overcome the effects of any impediment identified and what action was taken to address the impediment.

- 116.4 Hours x \$65 p/h = \$7,566.

GOAL II: To provide free Fair Housing and Fair Lending educational programs on the nature of and remedies for housing discrimination directed toward the general public, potential victims of housing discrimination, underserved persons in underserved communities, first-time homebuyers, persons with limited English proficiency, the disabled, government officials, social service and community organizations, public and private housing providers, builders and developers, real estate rental and sales associates/brokers, members of the lending industry and the legal profession.

OBJECTIVE I: CONDUCT FAIR HOUSING AND FAIR LENDING SEMINARS

Conduct Fair Housing, Fair Lending, and renters' rights seminars to include first-time home buyers, home ownership, loss mitigation and foreclosure workshops. Conduct Fair Housing and Fair Lending training for Realtors and brokers, certified by the Oklahoma Real Estate Commission, for continuing education (CE) credit. Conduct Fair Housing and Fair Lending training for the legal profession, certified by the Oklahoma Bar Association for continuing legal education (CLE) credit. (Copies of certifications will be submitted with reports). Records to be maintained: Initial contact and curriculum and Agenda design, training date, scheduling and names of trainers, attendance sheets with participant names, training location in place or virtual, providing CE and CLE certification fees, recruiting & enrolling participants, preparing training materials, scheduling training facilities in-place or virtually.

Fair Housing homebuyer education and community presentations
• 80 Hours x \$65 p/h = \$5,200.

Fair Housing training for public and private housing and legal industry, including Oklahoma Real Estate Commission (OREC)/CE and Oklahoma Bar Associations (OBA)/CLE certification fees.
• 80 Hours x \$65 p/h = \$5,200.

OBJECTIVE II:

PUBLISH AND DISTRIBUTE FAIR HOUSING NEWSLETTER

Publish the "Fair Housing Forum" newsletter - two per year, to include current Fair Housing case settlement outcomes and Fair Housing educational information. Distribute a minimum of 300 newsletters by hard copy, including by direct mail, community events and virtually. (Design, layout, printing, postage, distribution costs)

• 600 copies x \$3.67 per copy = \$2,202.

OBJECTIVE III:

DISTRIBUTE FAIR HOUSING/FAIR LENDING ADVERTISEMENTS

Distribute HUD-approved Fair Housing/Fair Lending Public Service Announcements (PSAs) quarterly by media publication, including minority news outlets, on-line and direct mailout, to inform the public about Fair Housing programs, as well as activities and services provided by The City of Oklahoma City to eliminate housing discrimination. (Numbers and name of media contacts, mailing lists, event distribution, virtual distribution by type of Fair Housing public service announcement (PSA) distributed. Design, layout, printing, postage, distribution costs to be reported).

• 70 Hours Publication & Advertising costs x \$65 p/h = \$4,550.

OBJECTIVE IV:

DEVELOP AND MAINTAIN FAIR HOUSING PARTNERSHIPS

Develop new partnerships and maintain current partnerships with local agencies and organizations to increase referral of potential victims of discrimination to HUD, referral of volunteers to be trained as Fair Housing testers and distribution of Fair Housing educational materials. Participate with groups concerned about housing issues to inform them about Fair Housing programs, activities and services provided by the City of Oklahoma City through the Metropolitan Fair Housing Council. (Measure: Meetings per month, in place or virtual. Communications Record Log to include date, location, participant name on sign-in sheet).

• 24 Hours x \$65 p/h = \$1,560.

CONSULTANTS:

Computer: To provide Technical Assistance and Support Services

Accounting: To Maintain an accounting system for fiscal management of CDBG-funded activities

Testers: Volunteers serve as trained Fair Housing Testers to document housing practices.

METROPOLITAN FAIR HOUSING COUNCIL, INC.



Mary Dulan, Executive Director

SCHEDULE "A-1"

MISCELLANEOUS PROVISIONS

1. A monthly report summarizing contract activities shall be submitted with each invoice.
2. An annual report detailing contract activities, including status of all Objectives stated herein, and results shall be submitted within 30 days of the contract end date.

METROPOLITAN FAIR HOUSING COUNCIL, INC.



Mary Dulan, Executive Director

SCHEDULE "B"
NON-DISCRIMINATION STATEMENT

As a subrecipient of the CITY, and a recipient of federal funding, MFHC must execute and post this statement in a conspicuous place available to employees and applicants for employment.

MFHC agrees, in connection with performing work under agreement(s)/contract(s) with the CITY or its public trusts:

- a. That MFHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, age, or disability as defined by the Americans with Disabilities Act of 1990, §3(2). The subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sexual orientation, gender identity or national origin. 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.
- b. MFHC will, in all solicitations or advertisements for employees placed by or on behalf of the MFHC, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sexual orientation, gender identity or national origin.
- c. MFHC agrees to include this non-discrimination clause in any subcontracts connected with performing City trust agreement(s)/contract(s).
- d. In the event of MFHC's non-compliance with the above non-discrimination clause, this agreement may be terminated by the City. The contractor may be declared by the City and or its Trusts ineligible for further agreement (s)/contract(s) with the City/Trust until satisfactory proof of intent to comply is made by the contractor.

Oklahoma City Municipal Code Chapter 25, Section 25-41.

Federal Executive Order 11246

METROPOLITAN FAIR HOUSING COUNCIL, Inc



Mary Dulan, Executive Director

SCHEDULE "C"

CITY POLICY STATEMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT

A. Procurement Standards:

1. All procurement transactions, regardless of whether negotiated or advertised, and without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition consistent with the Cost Principles for Nonprofit Organizations, OMB Circular A-122 and such other standards as incorporated in this Agreement by the CITY.
2. Positive efforts shall be made by SUBRECIPIENT to utilize small business and minority-owned business sources of supplies and service.
3. An inventory of all articles purchased over \$500, that is considered federal equipment or property, shall be recorded in the SUBRECIPIENT'S inventory records. A copy of the inventory shall be kept up to date and submitted to the Planning Department-Community Development Division staff upon reasonable request.
4. All loss, damage or theft of equipment or supplies purchased with CDBG monies shall be investigated and fully documented by a report to the Oklahoma City Police Department. A copy of the Police Report shall be forwarded within ten (10) days to the Oklahoma City Planning Department, Community Development Division, and items lost due to theft removed from SUBRECIPIENT's inventory.
5. SUBRECIPIENT shall comply with requirements established by the System for Award Management (SAM) database, and the Federal Funding Accountability and Transparency Act, including 2 CFR Part 25, Appendix A to Part 25.

B. Federal Audits, Records:

1. SUBRECIPIENT shall employ those management techniques necessary to insure adequate and proper fiscal accountability of all Community Development Block Grant (CDBG) funds received and disbursed. These techniques may include, but may not be limited to, separate ledgers for CDBG funds and/or a separate bank account with ledger documentation.
2. A record of all CDBG expenditures, including payroll, purchase vouchers, and claims, etc. shall be kept on file by the SUBRECIPIENT and reserved for a four-year period for federal audit.
3. Quarterly programmatic progress reports shall be retained by the SUBRECIPIENT for the period(s) specified in 24 CFR § 84.53.
4. Expenditures by SUBRECIPIENT prior to the term of this Agreement shall not be eligible expenditures under CDBG funding.
5. SUBRECIPIENT shall submit to the CITY a copy of any audit reports pertaining to the use of CDBG funds.
6. Non-profit Subrecipients shall comply with the independent audit provisions of 2 CFR § 200, Subpart F, if applicable.

C. CDBG Funding Drawdown Procedure:

The SUBRECEIPIENT shall submit invoices to the CITY on an agency letterhead along with sufficient backup documentation to evidence work performed. If staff are paid with Agreement funds, backup information shall include copies of accurate and signed payroll sheets documenting the time worked on the program to be paid with CDBG.

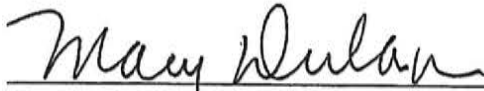
Invoices for work performed during a month shall be submitted to the CITY within 30 days after the end of that month.

The CITY shall review the draw request and for reasonableness and accuracy. If the invoice cannot be approved, the CITY shall provide a reason for denial in writing to the SUBRECIPIENT.

- D. The Housing and Community Development Division of the Planning Department shall be furnished copies of all licenses and certifications of Public Liability Insurance for all CDBG Programs within two weeks after the execution of this Agreement.
- E. Subrecipients are required to complete an annual Grant Policy and Procedure Review Certification Form (Schedule "F").

The requirements of Schedule "C" of this Agreement are herewith acknowledged and understood.

METROPOLITAN FAIR HOUSING COUNCIL, Inc

A handwritten signature in cursive script, appearing to read "Mary Dulan", is written over a horizontal line.

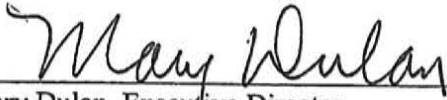
Mary Dulan, Executive Director

SCHEDULE "D"
CONFLICTS OF INTEREST



None Identified

METROPOLITAN FAIR HOUSING COUNCIL, INC.



Mary Dulan, Executive Director

SCHEDULE "E"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 grant, 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.
- (2) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

METROPOLITAN FAIR HOUSING COUNCIL, INC.



Mary Dulan, Executive Director

SCHEDULE "F"

GRANT POLICY AND PROCEDURE REVIEW CERTIFICATION FORM

Subrecipient Annual Grant Policy and Procedure Review Certification

Please initial next to each item as performed, sign and date the certification.

Initials

md

I acknowledge that Circulars A-87, A-102, and A-133 have been superseded by 2 CFR Part 200 (aka Super or Omni Circular).

md

I have read 2 CFR Part 200 in its entirety at least once.

Link to 2 CFR 200: <https://www.ecfr.gov/current/title-2/part-200>

md

I have reviewed the most recent 2 CFR Part 200, Appendix XI – Matrix of Compliance Requirements

md

I am familiar with all requirements of the City of Oklahoma City Grant Policies and Procedures Manual.

md

I have complied with all the provisions of grants within my purview on a timely basis except when documented as such.

I certify the initialed statements above are correct to my knowledge

MARY DULAN

Subrecipient's Printed Name

METROPOLITAN FAIR HOUSING COUNCIL, INC

Subrecipient's Organization

Mary Dulan

Subrecipient's Signature

9/10/24

Date

List of Active Grants (attach additional sheets if necessary)

Grant Project Number

Grant Title

B-24-MC-40-0003

Community Development Block Grant

Conformance with 2 CFR § 200.332

The following information is included in this Agreement to conform to the requirements of 2 CFR § 200.332:

MFHC UEI: MHWGHN7DE796

Federal Award Identification Number (FAIN): B-24-MC-40-0003

Federal Award Date: July 1st, 2024

Subaward period of performance and budget period: See Section 2 above

Amount of Federal Funds Obligated by this Agreement: \$93,000

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): This award is a grant for the Metro Fair Housing Council to provide Fair Housing services, including education, advocacy, enforcement, and legal resources to City of Oklahoma City residents in support of Federal Fair Housing law. Funds are provided as an administrative activity under the CDBG grant.

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity: The Federal awarding agency is the HUD as defined in the above recitations. The CITY as defined above is the recipient agency providing the subaward to MFHC. The contact information for the Mayor is:

Mayor of Oklahoma City
C/O City Clerk
200 N Walker Ave., Third Floor
Oklahoma City, OK 73102

Assistance Listing Number (aka CFDA): 14.218; Title: Community Development Block Grant.