



AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
RKG ASSOCIATES, INC.
AND
CITY OF NORMAN, OKLAHOMA
FOR AN
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into on this 14th day of April 2020 between the City of Norman, Oklahoma, with principal offices located at P.O. Box 370, 201-A West Gray, Norman, OK 73070 (the "Client"), and RKG Associates, Inc., with principal offices at 300 Montgomery Street, Suite 203, Alexandria, VA 22314 (the "Contractor").

WHEREAS, the Client is presently in need of the preparation of an Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the Client desires to engage the Contractor to perform this study pursuant to the Request for Proposals titled: Request for Proposal for an Analysis of Impediments to Fair Housing Choice (RFP No. 1920-53) for the City of Norman, Oklahoma; and

WHEREAS, the Contractor agrees to provide the analysis and other federal housing compliance services as detailed in the scope of services (included as Attachment A) to the Client under the terms and conditions set forth herein; and

WHEREAS, the Client has duly authorized the execution of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Scope of Services.

The Client agrees to retain the Contractor and the Contractor agrees to provide an analysis of impediments to fair housing choice (AI) to the Client at the request of and under the general supervision of Ms. Lisa D. Krieg, CDBG/Grants Manager, Department of Planning & Community Development, City of Norman, OK. The Contractor shall be responsible for performing all reasonable and necessary tasks related to such services, including those described in Attachment A of this document, and in compliance with the terms and conditions of the Award.

2. Manner of Performance.

The Contractor agrees to perform its duties under this Agreement in accordance with the degree of skill and care exercised by similarly credentialed professionals performing similar services under similar conditions and, as consistent therewith, to the reasonable satisfaction of the Client.

3. Term.

This Agreement shall remain in full force and effect for a term of **four (4) months, commencing on May 1, 2020 and ending on September 1, 2020**, unless sooner terminated or extended pursuant to the provision hereof. In no event shall the term of this Agreement be extended without action by the governing body of the Client to extend the term. The Contractor will complete the duties under the contract within this period, unless extended by the Client, and time is of the essence.

4. Compensation.

a. The maximum amount payable to the Contractor under the stated Scope of Services is thirty-one thousand dollars (**\$31,000**) to be paid in monthly installments by the Client. In no event shall the Contractor's compensation hereunder exceed the aforementioned maximum without prior written approval from the Client.

b. The Contractor shall submit monthly invoices to the Client for services rendered, together with appropriate supporting documentation (as necessary). Invoices shall reflect the completion of the project to that point. The invoices shall detail the cost per Task (as outlined in the Scope of Services) and percentage complete for each task. The Client shall make payments to the Contractor for services rendered following receipt of said invoices within 30 days.

c. The Client shall not be liable to the Contractor for any expenses paid or incurred by the Contractor, unless specifically set forth herein in writing.

d. Any work completed outside the scope of services will be billed based on actual time used at a prescribed hourly rate, unless a formal contract amendment is executed. A formal contract amendment enables the use of a lump-sum, not-to-exceed amount. The Contractor's loaded hourly billing rates for this effort are as follows:

Principal:	\$250 per hour
Project Manager:	\$175 per hour
Planner/Analyst:	\$125 per hour
Administrative:	\$75 per hour

e. Contractor's Federal Tax Id Number is 02-0357052

5. Equipment, Tools, Materials and Supplies.

The Contractor shall supply, at the Contractor's sole cost and expense, all properly trained personnel, equipment, tools, materials, and/or supplies needed to perform the tasks agreed to be performed hereunder.

6. Records and Reports.

The Contractor shall maintain, on a current basis, complete records relating to the performance of the services under this Agreement, including documentation pertaining to income and expenditures. All records and reports prepared and maintained pursuant to this Paragraph shall be the property of the Client and shall be delivered to the Revitalization Manager or her designee.

7. Relationship Between Parties.

It is expressly understood that in the performance of the services herein, the Contractor shall act as an independent contractor and not as an officer, agent, partner or employee of the Client. The Contractor has no authority to enter into contracts or agreements on behalf of the Client. Because the Contractor is engaged in its own independent business, the Contractor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of the Client. The Contractor understands that the Contractor is responsible for paying, according to law, the Contractor's income taxes and that neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Client on behalf of the Contractor or its employees. If the Contractor is not a corporation, the Contractor further understands that the Contractor may be responsible for the payment of self-employment social security taxes.

8. Indemnification.

The Contractor agrees to indemnify and hold the Client harmless from and against liability, loss, damage, or expense, including reasonable attorney's fees, which are incurred or sustained by reason of the Contractor's willful misconduct or negligence in connection with the performance of its obligations under this Agreement. Approval of the Client shall not constitute nor be deemed a release of the responsibility and liability of the Contractor, its employees, associates, agents and consultants for the accuracy and competency of their work; nor shall that approval be deemed to be an assumption of that responsibility by the Client for any defect in the work performed by the Contractor, its employees, subcontractor, agents and consultants.

9. Insurance.

The Contractor agrees to procure and maintain at its expense during the term of this Agreement, insurance in the kinds and amounts provided below with insurance companies licensed to do business in the Commonwealth of Virginia, covering the tasks to be performed under this Agreement within the State of Oklahoma. Prior to the commencement of this Agreement, the Contractor shall furnish to the Client copies of its insurance certificate or certificates listing the Client as an additional insured party as evidence that it has complied with this Paragraph. All certificates shall provide that the insurance policy may not be changed or cancelled upon less than thirty (30) days prior written notice. At least fifteen (15) days prior to the expiration or termination date of any policy, the Contractor shall deliver to the Client a copy of the renewal or replacement policy with proof of payment of the premium therefore (if applicable).

a. Worker's Compensation Insurance. Worker's compensation insurance for its employees in accordance with the Workmen's Compensation Act of the Commonwealth of Virginia and the State of Oklahoma. No worker's compensation insurance shall be obtained by the Client covering the Contractor or its employees.

b. Liability Insurance. Liability insurance in an amount not less than \$1,000,000 per occurrence to protect the Contractor, its employees and its agents from claims that may arise from services rendered under this Agreement.

10. Termination.

a. This Agreement may be terminated by either party upon twenty (20) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Termination may be cancelled within the first ten (10) days of notification if the Contractor and Client can cure the perceived default.

b. This Agreement may be terminated by the Client without cause upon thirty (30) days prior written notice to the Contractor. The parties shall deal with each other in good faith during the thirty (30) day period after any notice of intent to terminate without cause is given.

11. Assignment.

This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

12. Amendment.

This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the Client, where required.

13. Notices.

Any notices required to be delivered to either party pursuant to this Agreement shall be sent in writing to the address below and deemed received: (i) upon delivery, if personally delivered with signed receipt or (ii) the next business day after being sent, if sent by certified overnight mail, return receipt requested. The parties shall be responsible for notifying each other of any change of address.

Client:

Ms. Lisa Krieg, CDBG/Grants Manager
City of Norman, Oklahoma
Department of Planning and Community Development
Grants Division
P.O. Box 270
Norman, Oklahoma 73070
Tel: (405)366-5464
Fax: (405)366-5379
E-mail: Lisa.krieg@NormanOK.gov

Contractor:

Mr. Russell Archambault
Vice President and Principal
RKG Associates, Inc.
300 Montgomery Street, Suite 203
Alexandria, VA 22314
Tel: (703) 739-0965
Fax: (703) 739-0979
E-mail: arch@rkgassociates.com

14. Compliance with Laws and Regulations.

The Contractor agrees to comply with all applicable federal, state and local laws and regulations in the performance of its duties under this Agreement, including, but not limited to the provisions for Equal Employment Opportunity and Occupational Health and Safety and regulations regarding any business permits and licenses that may be required.

15. Enforceability.

If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

16. Non-waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights with respect to any subsequent breach.

17. Governing Law.

This Agreement shall be governed by the laws of the State of Oklahoma. Jurisdiction over the contract is exclusively in Cleveland County, Oklahoma.

18. Prevailing Party.

Should either party's performance of this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to recover its reasonable and appropriate attorneys' fees (including expert witness fees) and costs.

IN WITNESS WHEREOF, the parties hereof have hereunto set their hands and seals the day and year above written.

WITNESS:

CONTRACTOR:
RKG Associates, Inc.

Russell A. Archambault
Vice President and Principal

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 2020.

City Attorney

Approved by the City of Norman this _____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

ATTACHMENT A SCOPE OF SERVICES

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Task 1: Overview of Federal, State and Local Fair Housing and Anti-Discrimination Laws

RKG Associates will conduct a review of Federal, State and Local fair housing and anti-discrimination laws. The federal Fair Housing Act prohibits discrimination in housing based on a person's race, color, religion, sex, disability, familial status or national origin. Persons who are protected from discrimination by fair housing laws are referred to as members of the protected classes. This analysis will encompass the following five areas related to fair housing choice:

- The sale or rental of dwellings (public and private),
- The provision of financing assistance for dwellings,
- Public policies and actions affecting the approval of sites and other building requirements used in the approval process for the construction of publicly assisted housing,
- The administrative policies concerning community development and housing activities, which affect opportunities of minority households to select housing inside or outside areas of minority concentration, and where there is a determination of unlawful segregation or other housing discrimination by a court or a finding of noncompliance by the U.S. Department of Housing and Urban Development (HUD) regarding assisted housing in a recipient's jurisdiction, an analysis of the actions which could be taken by the recipient to remedy the discriminatory condition, including actions involving the expenditure of funds made available under 24 CFR Part 570 (i.e., the CDBG program regulations).

Task 2: Demographic and Housing Condition Analysis

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. HUD's AFFH rule clarifies existing fair housing obligations with a streamlined process to analyze the local fair housing landscape and set fair housing priorities and goals through an Assessment of Fair Housing (AFH). The AFH process begins with the provision of data, guidance, and an assessment tool that helps program participants identify fair housing issues and related contributing factors in their jurisdiction and region. Program participants are required to set goals to overcome fair housing issues and related contributing factors. Those goals must inform subsequent housing and community development planning processes.

RKG Associates will conduct a detailed demographic analysis using the most recently available HUD data as provided in the Affirmatively Furthering Fair Housing Data and Mapping Tool v. 4.1. This data and mapping tool include such data as:

- Race/Ethnicity - Current race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs
- Race/Ethnicity Trends - Past (1990, 2000 and 2010) race/ethnicity dot density maps for Jurisdiction and Region with R/ECAPs
- National Origin - Current 5 most populous national origin groups dot density map for Jurisdiction and Region with R/ECAPs LEP persons by 5 most populous languages dot density map for Jurisdiction and Region with R/ECAPs

- Publicly Supported Housing and Race/Ethnicity – Public Housing, Project-Based Section 8, Other Multifamily, and LIHTC locations mapped with race/ethnicity dot density map with R/ECAPs and distinguishing categories of publicly supported housing by color for the Jurisdiction and Region
- Housing Problems – Households experiencing one or more housing burdens in Jurisdiction and Region with R/ECAPs with either race/ethnicity or national origin dot density
- Demographics and School Proficiency – School Proficiency Index for Jurisdiction and Region with race/ethnicity, national origin, family status, and R/ECAPs
- Demographics and Job Proximity – Jobs Proximity Index for Jurisdiction and Region with race/ethnicity, national origin, family status and R/ECAPs
- Demographics and Labor Market – Labor Engagement Index with race/ethnicity, national origin, family status and R/ECAPs
- Demographics and Transit Trips – Transit Trips Index for Jurisdiction and Region with race/ethnicity, national origin, family status and R/ECAPs
- Demographics and Low Transportation Cost – Low Transportation Cost Index with race/ethnicity, national origin, family status and R/ECAPs
- Demographics and Poverty – Low Poverty Index with race/ethnicity, national origin, family status and R/ECAPs
- Demographics and Environmental Health – Environmental Health Index with race/ethnicity, national origin, family status and R/ECAPs
- Disability by Type – Dot density map of the population of persons with disabilities by persons with vision, hearing, cognitive, ambulatory, self-care, and independent living difficulties with R/ECAPs for Jurisdiction and Region
- Disability by Age Group – All persons with disabilities by age range (5-17) (18-64) (65+) with R/ECAPs
- Housing Tenure – Housing Tenure by Owners or Renters with R/ECAPs
- Location of Affordable Rental Housing (% Rental Units Affordable to 50% AMI) – Map of percent of rental units affordable, defined as units renting at or less than 30% of household income for a household with income at 50% of AMI.
- Racial/Ethnic Dissimilarities - Dissimilarity Index, with R/ECAP boundaries

RKG Associates will prepare GIS-based and other mapping of key demographic conditions for inclusion in the AI.

Task 3: Records of Housing Discrimination

The Office of Fair Housing and Equal Opportunity (FHCO) at HUD receives complaints from persons regarding alleged violations of the federal Fair Housing Act. RKG will research such complaints for the City of Norman over the past 10-year period. Task 3 will also include a review of complaints submitted to the Oklahoma Office of the Attorney General Office of Civil Rights Enforcement and the Metropolitan Fair Housing Council of Oklahoma, Inc. (MFHC). The Metropolitan Fair Housing Council of Oklahoma, Inc. is funded by the U.S. Department of Housing & Urban Development Fair Housing Initiatives Program (FHIP) Private Enforcement Initiatives Program to assist Oklahomans who feel they have their housing rights violated. The cities of Midwest City, Norman, Edmond, Moore and Oklahoma City, Oklahoma also fund MFHC under their Community Development Block Grant Programs to "affirmatively further fair housing" for their residents. Norman residents shall have an opportunity in the job market and the social and economic life of the City, without regard to race, color, religion, ancestry, national origin, age, sex, national origin, age, place of birth, handicap, or familial status. RKG will examine the predominant factors leading to housing-related complaints to these various agencies and commissions.

Task 4: Review of Public Sector Housing and Development Policies

Impediments to fair housing choice are any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status or national origin that restrict housing choices or the availability of

housing choices, or any actions, omissions or decisions that have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status or national origin. Policies, practices or procedures that appear neutral on their face, but which operate to deny or adversely affect the provision of housing to persons of protected classes constitute such impediments.

An important element of the AI includes an examination of public policy in terms of its impact on housing choice. This task will evaluate public policies in the City to determine opportunities for furthering the expansion of fair housing choice. RKG Associates will examine such things as:

- Policies Governing Investment of Funds for Housing and Community Development (CDBG, HOME, ESP and Others),
 - Project Funding Criteria
 - Geographic Distribution of Funds
 - Affirmative Marketing
- Appointed Boards and Commissions,
- Planning and Zoning Regulations
 - Private Housing Stock
 - Public Housing Stock
- Land Use and Comprehensive Planning
- Public Housing and Voucher Programs
- Property Taxes and Housing Affordability
- Public Transit Accessibility (if applicable)

Task 5: Private Sector Policies and Practices

An analysis of mortgage applications and their outcomes can identify possible discriminatory lending practices and patterns in a community. Home Mortgage Disclosure Act (HMDA) data contains records for all residential loan activity reported by banks pursuant to the requirements of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989. Any commercial lending institution that makes five or more home mortgage loans annually must report all residential loan activity to the Federal Reserve Bank, including information on applications denied, withdrawn, or incomplete by race, sex, and income of the applicant. This information is used to determine whether financial institutions are serving the housing needs of their communities. Areas of analysis will include:

- Mortgage application trends,
- Geographic distribution of mortgage approvals by lender,
- Mortgage application denials,
- High cost lending,
- Annual mortgage lending trends by race.
- Real estate advertising, and
- Real estate practices.

Task 6: Impediments to Fair Housing Choice Findings and Recommendations

This task will combine RKG's assessment of the City's fair housing practices, observations about the private sector practices and will identify findings and recommendations to close any gaps that currently exist.

Task 7: Outreach to Housing Agencies and Advocates

Local governments, PHAs, States, and Insular Areas must be involved in fair housing planning to ensure follow through on the obligation to affirmatively further the policies of the Fair Housing Act. AFFH rule recognizes that local governments, PHAs, States, and Insular Areas have the responsibility to identify the nature and extent of barriers to fair housing and set goals for what can and should be done to address

them. For this reason, the AFFH rule makes community participation an important part of the development of the AFH and subsequent planning to help ensure the integrity and, ultimately, the success of program participants' efforts to affirmatively furthering fair housing.

RKG Associate will engage with the Norman housing community, based on the recommendations of the City's Department of Planning & Development - CDBG & HOME Programs. We recommend that all the major housing partners, agencies and groups interested in the provision of fair housing be asked to participate.

- Housing Stakeholder Interviews - RKG will interview the major housing stakeholders in the Norman community. This might include other state agencies responsible for receiving and enforcing fair housing complaints.
- Housing Focus Groups - With the City's assistance, RKG will convene a focus group of local housing agencies and advocate to discuss the major fair housing issues identified through the housing interviews.
- Strategic Planning and Fair Housing Goal Setting - Finally, based on the first two outreach tasks, RKG will convene the group of local housing partners to set local goals for further Fair Housing in the City of Norman. Prior to the goal setting process, RKG will present the findings of its demographic and housing analysis described in Task 2.

A. Cost Proposal

The above described scope of work can be completed for a lump sum price of **\$31,000**, which does include reimbursable expenses. For cost details, please refer to Exhibit G in the Proposal Affidavit Section at the end. RKG Associates will make up to three scheduled trips to the City of Norman in the course of completing this assignment. Each trip will include meetings with the client/project manager, as well as meetings with various real estate, planning, and housing-related agencies, etc. Those meetings will be arranged with the assistance of the City's project manager prior to each visit.