

Attachment I

**City of Toledo**  
**Department of Housing and Community Development**  
**The Fair Housing Center**  
**Lead Resource Center**  
**Third Party Partner Funding Agreement**

This Agreement, made and entered into as of this 1<sup>st</sup> day of July 1, 2024 (authorized per Ordinance No. \_\_\_\_\_) between the City of Toledo, through its Department of Housing and Community Development (“Department”), and Fair Housing Opportunities of Northwest Ohio, Inc., an Ohio non-profit corporation located at 326 N. Erie St., Toledo, OH 43604 (hereafter “The Fair Housing Center”).

Recitals:

- The 2024 City of Toledo approved General Funds budget for the Department includes \$250,000.00 for a “Lead Resource Center”.
- The Department understands the importance and prevalence of childhood lead poisoning in the Toledo community. As such, it wishes to undertake programs and activities with community partners that will reduce childhood lead poisoning.
- The Department would like to provide approved funding to create the “Lead Resource Center” that will help serve the needs of Toledoans in preventing lead poisoning.
- The projected activities of the Lead Resource Center are provided in Exhibit A.
- The Lead Resource Center is envisioned as a nonprofit 501(c)3 organization with a mission dedicated specifically to this work. Work is underway by the Lead Poisoning Prevention Coalition and Fair Housing to formally organize the organization and secure 501(c) 3 status.
- The Department would like The Fair Housing Center to serve as the fiscal agent, and undertake an effort to work with the Lead Poisoning Prevention Coalition and larger community to help with the creation of a Lead Resource Center.
- The Fair Housing Center has identified childhood lead poisoning as a barrier to fair housing choice as it disparately harms Black families in the Toledo area. As part of its mission to expand fair housing choice in the Toledo area, The Fair Housing Center would like to help with the effort to create a Lead Resource Center.

Now, therefore, The City of Toledo through the Department and The Fair Housing Center agree to the following terms:

1. The Department will provide The Fair Housing Center with \$250,000.00 in funds.

2. Upon receipt of funding, The Fair Housing Center will:
  - a. Keep all funds received in a separate bank account and keep a detailed account of any expenditures.
  - b. Provide payments to an attorney or law firm to assist the Lead Poisoning Prevention Coalition to create a Lead Resource Center in the formation of a nonprofit corporation, an application for 501(c)3 status, and any other steps that may be necessary for the legal formation of the new Lead Resource Center.
  - c. Once the new nonprofit corporation with the mission to provide a Lead Resource Center has been incorporated, The Fair Housing Center will enter a contract with it that ensures that any activities it undertakes with any funds that may be provided by The Fair Housing Center will be in furtherance of the activities provided in Exhibit A, and that the Lead Resource Center is responsible for ensuring implementation of such activities or any failure to do so. The contract will also require that the Lead Resource Center provide a detailed accounting of any expenditures from funds received every six months until all funds have been expended.
  - d. The Fair Housing Center will provide the Department with a copy of the contract described in the preceding paragraph and an opportunity to provide comments prior to execution. Upon execution of the contract described in the preceding paragraph, The Fair Housing Center will provide payments to the Lead Resource Center from the \$250,000.00 provided by the Department as may be requested to implement the activities described in Exhibit A.
  - e. Before all the funds have been expended, The Fair Housing Center may retain funds for its administrative activities in implementing the work described in this agreement in an amount not to exceed 10% of the total funds received.
  - f. Six months after receipt of the funds from the Department, and one year after receipt of the funds from the Department, The Fair Housing Center will provide a detailed accounting of expenditures from the account.
  - g. If, after one year of receipt of the funds from the Department, The Fair Housing Center has not expended all of the funds, The Fair Housing Center will return the remaining balance to the Department.
3. The parties agree that The Fair Housing Center is not responsible for implementing the activities provided in Exhibit A or any failure to do so, nor is it subject to liability related to the implementation of the activities described in Exhibit A.
4. The parties understand that the entity to be formed, and generally referred to above as "The Lead Resource Center" may not be specifically named "the Lead Resource Center." The individuals working to form this new entity have considered names such as "Toledo Lead Resource Center" and "Lead Poisoning Prevention Center."

5. Notices. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Department of Housing and  
Community Development  
Rosalyn Clemens, Director  
One Government Center, Suite 1800  
Telephone: (419) 245-1400  
Copy: Program Monitor

*Third-Party Partner, The Fair Housing Center*  
George Thomas, CEO  
326 N. Erie Street  
Toledo, OH 43604  
Toledo, OH 43604  
Telephone: (419) 243-6163

6. Amendments. The Department and The Fair Housing Center may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Department. Such amendments shall not invalidate this Agreement, nor relieve or release the Fair Housing Center from its obligations under this Agreement. The Department may modify this Agreement to conform with federal, state or local governmental guidelines, policies or for other reasons by written amendment signed by both the Department and The Fair Housing Center.
7. Assignability. The Fair Housing Center shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the Department.
8. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected, thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Sections and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
10. Waiver. The Department's failure to act with respect to a breach by The Fair Housing Center does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision.
11. Entire Agreement. This Agreement constitutes the entire agreement between the Department and The Fair Housing Center for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals whether electronic, oral, or written between the Department and the Fair Housing Center with respect to this Agreement.

*[SIGNATURES TO FOLLOW ON NEXT PAGE]*

## Attachment II

### **Lead Resource Center Activities**

***Vision - A strategically located and accessible One-Stop Shop for Lead Poisoning Prevention offering the following resources and services:***

1. Lead poisoning testing
2. Universal grant application intake and processing and follow up for lead remediation and abatement funding

3. Lead contractor, lead worker and RRP training
4. Lead poisoning prevention resource library (videos, brochures, books, etc.)
5. Lead contractor bid opportunities
6. Lead Poisoning Prevention Coalition partners meeting space

To implement the above listed activities, examples of work include:

1. Hiring of a full time Lead Resource Center Manager, key roles to including partnership and center services coordination, grant writing and fundraising.
2. Development of 5-year business plan for Lead Resource Center including finalization of activities and services to be offered, partnerships necessary to implement 5-year business plan, necessary staffing and operations budget.
3. Convening of Lead Resource Center Advisory Committee
4. Identification of space needs and accessible location.
5. Create floor plan, create budget for space buildout and renovation needs.
6. Financial management including development of budget to achieve scope of work of grant, disbursement of funds to vendors, partners and staff, and development of a reporting system to monitor and track grant expenditures.
7. Quarterly reporting and evaluation of Lead Resource Center development progress.

#### **Other Considerations**

1. Expectation is that a location will be identified in Year 1 and lease signed in Year 2.
2. Initial 2024 grant to cover 3-year lease, space renovation costs, tenant paid expenses and furnishings.
3. Owners of Swayne Field have earmarked up to 3,000 square feet for the project at a cost not to exceed \$.67 per square foot or \$2,010 per month.