

**ORDINANCE NO. 26-14**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MEDINA AND THE MEDINA COUNTY FAIR HOUSING CONSORTIUM FOR A FAIR HOUSING SERVICES PROGRAM.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

**SEC. 1:** That the Mayor is hereby authorized and directed to execute an Agreement between the City of Medina and the Medina County Fair Housing Consortium for a Fair Housing Services Program from September 1, 2013 through February 29, 2015.

**SEC. 2:** That a copy of the Agreement is marked Exhibit A attached hereto and incorporated herein.

**SEC. 3:** That the funds to cover the agreement, in the amount of \$2,500.00 are available in Account No. 125-0453-52215.

**SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** February 26, 2014

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** February 27, 2014

**SIGNED:** Dennis Hanwell  
Mayor

ORD. 26-14  
Exh. A

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF MEDINA, OHIO**  
**AND**  
**MEDINA COUNTY FAIR HOUSING CONSORTIUM**  
**FOR**  
**FAIR HOUSING SERVICES PROGRAM**

**An Agreement between the City of Medina, hereinafter the "City", and the Medina County Fair Housing Consortium hereinafter the "MCFHC", for professional services required to implement a Fair Housing Services Program.**

This is an Agreement made as of September 1, 2013 between City of Medina, 132 North Elmwood, Medina, Ohio 44256, and the Medina County Fair Housing Consortium, 144 North Broadway, Medina, Ohio 44256.

**WHEREAS:** The City has entered into an Agreement with the Ohio Development Services Agency under the Community Development Allocation Program, A-F-13-2CN-1;

**WHEREAS:** The City is required to develop and implement a program to further the requirements of Title VIII of the Civil Rights Act of 1968 and the requirements of the Housing and Community Development Act of 1974; and

**WHEREAS:** The MCFHC has demonstrated the capacity to provide such services,

**NOW, THEREFORE:** The City and MCFHC, in consideration of their mutual covenants herein agree in respect to the performance of professional and technical services by the MCFHC and payment of said services by the City as set forth below.

**SECTION 1 – BASIC SERVICES**

**1.1 General**

THE MCFHC shall consult with the City to develop and implement a program to assure that the objectives of the Housing and Community Development Act of 1974 and the Civil Rights Act of 1968 are met and to further the objectives of the Ohio civil rights Act, Ohio Revised Code Chapter 4112.

1.2 THE MCFHC shall perform for the City a Fair Housing Program Plan. Said Program Plan shall meet requirements set forth by the City, in the FY2013 Community Development Allocation application.

1.3 THE MCFHC shall act as the City's representative on all matters related to Fair Housing efforts as directed by the City.

1.4 THE MCFHC shall advise the City of all program requirements related to Fair Housing efforts necessary to satisfy requirements outlined by the Ohio Department of Development.

1.5 THE MCFHC shall perform all elements of the Fair Housing Services Program as described in the FY13 application.

- 1.6 THE MCFHC will continue: 1) Provide intake of fair housing complaints and follow-up service; 2) review existing fair housing ordinance for appropriate current language; 3) to conduct educational seminars and programs informing citizens of their rights and responsibilities under Title VIII of the Civil Rights Act of 1968 and to carry out such other activities as it deems appropriate to further fair housing; 4) to develop and distribute fair housing information and materials to residents and civic groups or schools consistent with FY2013 Community Development Allocation application "Fair Housing Program."

## SECTION 2 – BOARD OF CONTROL RESPONSIBILITIES

- 2.1 The City shall provide all criteria and full information as to the City's requirements for the Program.
- 2.2 The City shall designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instruction, receive information, interpret and define the City's policies and decisions with respect to the services called for in the Agreement.
- 2.3 The City shall give prompt written notice to the MCFHC whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the MCFHC's performance of service.

## SECTION 3 – PERIOD OF SERVICE

- 3.1 The provisions of this section and the rates of compensation for the MCFHC's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the program.
- 1.7 After acceptance by the City of the Fair Housing Program indicating any specific modifications or changes in the extent of the Program desired by the City, and upon written authorization from the City, the MCFHC shall proceed with the performance of the services called for in the FY2013 Community Development Allocation application as supplemented by the Program Plan.
- 3.2 This Agreement shall be effective on the date first written and shall terminate on February 29, 2015, unless it is agreed to extend said Agreement beyond such date by amendment by all parties hereto.

## SECTION 4 – PAYMENTS TO

- 4.1 For basic services of THE MCFHC, the City shall pay a lump sum fee of Two Thousand Five Hundred Dollars (\$2,500.00) as follows:

Each payment shall be made upon submission, review and approval of a report of activities for the preceding period describing the services and activities of the MCFHC. Said report of activities shall be prepared and submitted by the MCFHC along with the sign in sheets for each meeting to the City and shall be accompanied by an application for payment in such form as described by the City.

- 4.2 In the event of termination by the City in accordance with provisions of this Agreement and exhibits, the MCFHC shall submit an application for payment and report of activities along with any sign-in sheets for meetings held for the period to the effective date of termination and payment shall be made on a pro-rated basis for all such days services were rendered and payment shall constitute payment in full for all services rendered under this Agreement.

## SECTION 5 – GENERAL CONSIDERATION

### 5.1 Termination

If, through any cause, the MCFHC shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the MCFHC shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the MCFHC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the MCFHC under this contract shall, at the option of the City, become its property and the MCFHC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the MCFHC shall not be relieved of liability to the City for damages sustained by the City, by virtue of any breach of the contract by THE MCFHC, and the City may withhold any payments to the MCFHC for purposes of set-off until such time as the exact amount of damages due the City from the MCFHC is determined.

### 5.2 Prohibitions of Kickbacks

The MCFHC nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the MCFHC for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the City or any person interested in the proposed Contract; and the price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representative, owners, employees, or parties in interest, including this affiant.

The MCFHC and the City each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.

Neither the City nor the MCFHC shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other.

SECTION 6 – SPECIAL PROVISIONS, EXHIBITS, SCHEDULES AND ATTACHMENTS

- 6.1 The following Exhibits are attached to and made part of this Agreement.
  - 6.1.1 Exhibit A FY 2013 Community Development Allocation Application, Fair Housing Section.
  - 6.1.2 Exhibit B “Certifications of City Finance Director”.
  - 6.1.3 This Agreement, together with the Exhibits and Schedules identified above, constitutes the entire Agreement between the City and the MCFHC and supersedes all prior written or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly written instrument.

CITY OF MEDINA

By:   
Dennis Hanwell, Mayor 2-27-14

Witness:  


THE MEDINA COUNTY FAIR HOUSING CONSORTIUM

Witness:  
\_\_\_\_\_

By: \_\_\_\_\_  
President/CEO  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
\_\_\_\_\_  
CITY LAW DIRECTOR

EXHIBIT B

\*\*\*\*\*

FINANCE DIRECTOR'S CERTIFICATE

The undersigned Finance Director of the City of Medina, Ohio does hereby certify that all amounts required to meet the attached agreement for payment of professional services provided for on said agreement have been lawfully appropriated and authorized for said purposes and are in the Treasury of said City, or in the process of collection to the credit of an appropriate fund, free from previous and outstanding obligations.

Date: \_\_\_\_\_

CITY OF MEDINA, OHIO

\_\_\_\_\_  
Finance Director

OHIO FY 2013

COMMUNITY DEVELOPMENT PROGRAM

ANNUAL STANDARD FAIR HOUSING PROGRAM

September 1, 2013 to August 31, 2014

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability). As a recipient of CDBG funds, the grantee is required certify to affirmatively further fair housing and conduct the minimum requirements set by the state's Standard Fair Housing Program. A definition the Standard Fair Housing Program is included in the instructions.

GRANTEE (or Acquired City):

City of Medina

(Submit Housing Table for each acquired city undertaking its own Fair Housing Program)

List of Jurisdiction(s) covered by Program:

Medina City

1. LOCAL FAIR HOUSING CONTACT AND INTAKE PROCESS

A. LOCAL FAIR HOUSING CONTACT

Grantee is required to provide the following information of the designated local fair housing coordinator, a) who is an employee of the unit of local government, b) who is generally accessible Monday through Friday, and, c) who will be responsible to Intake Initial fair housing complaints and concerns. The person's name, address, and phone number must appear in all fair housing materials. County and consortia grantees are encouraged to obtain a toll free phone number. Check here if this person had held this position for 1 year or less.

Name: Sandy Davis Title: Administrative Assistant

Address: 132 N Elm Avenue

City: Medina State: Ohio Zip: 44256

Phone Local: (330) 722-0397 Toll Free:

E-mail Address: sdavis@medinaoh.org

Website Address:

B. CONSULTANT SERVICES FOR OUTREACH OR ANALYSIS

A consultant or agency may be used to carry out the fair housing requirements with the exception of the local contact responsibilities. If using consultant services is planned, attach a copy of the Request for Proposals (RFP). If the consultant has been selected attach evaluation sheets for proposal and the contract for fair housing services, and complete the following information. If the RFP has not been developed, check here.

If a contract has not been entered into check here.

Agency: Medina County Fair Housing Office or  known to date; or  one planned

Contact: Susan Hirsch, AICP Title: Principal Planner

Address: 124 W Washington Street

City: Medina State: OH Zip: 44256

Phone Local: (330) 722-9219 Toll Free:

E-mail Address: shirsch@medinaco.org

### C. COMPLAINT PROCESS

Each Grantee is required to establish a system for in-taking and processing fair housing complaints and coordinating efforts with the appropriate regional office of the Ohio Civil Rights Commission. Attach a description of your method of in-taking of fair housing complaints, the method by which complaints will be forwarded to OCRC, and the method of follow-up on complaints regardless if previously submitted to OHCP.

List the number of complaints received from September 1, 2012 to June 15, 2013:

Housing Discrimination       Landlord-Tenant

Indicate the Ohio Civil Rights Commission (OCRC) Office with which you will coordinate:

Columbus Regional Office       Cleveland Regional Office  
 Dayton Regional Office       Toledo Regional Office  
 Akron Regional Office

### **2. ANALYSIS OF IMEPEDIMENTS TO FAIR HOUSING (AI)**

As a requirement of receiving federal CDBG funds, a grantee must certify to affirmatively further fair housing (AFFH). HUD defines AFFH as requiring a grantee to:

- Conduct a comprehensive analysis to identify impediments to fair housing choice within the jurisdiction
- Take appropriate actions to overcome the effects of any impediments identified through the analysis
- Update the AI annually, and
- Maintain records reflecting the analysis and actions in this regard

Attach a copy of the required annual update of the jurisdiction's Analysis of Impediments (AI). The update should include a synopsis of actions taken during the previous year to overcome the identified impediments and any actions to be taken during the upcoming program period to mitigate or remedy other fair housing impediments.

### **3. TRAINING PROGRAM - September 1, 2013 through August 31, 2014**

Annually, grantees are required to conduct training to provide educational material and activities regarding fair housing to: residents of project areas, or targeted protected populations, in which CDBG or HOME activities funded in a fiscal year are being undertaken, and b) at least, 3 additional civic or social groups and/or schools in your community. There should be at least 1 training event each quarter. Also list training in the annual AI update that will be conducted as part of the local effort to eliminate barriers identified to equal opportunity in housing in

*Training and outreach conducted for the CDBG Community Development Standard Fair Housing Program do not meet the CHIP fair housing requirements. CHIP fair housing requirements are in addition to the CDBG Community Development Standard Fair Housing Program requirements.*

List the proposed Community Development Program CDBG activity areas and/or targeted, protected populations (e.g., elderly, handicapped, homeless, etc.). Develop a training strategy and list these training in the following chart (be specific). Add additional sheets as needed. Training sessions should be scheduled and held quarterly throughout the program period. Indicate which training will be conducted as part of your annual effort to eliminate barriers to fair housing identified in your local AI.

**Community Development Program Fair Housing Training Plan**  
*(Schedule no earlier than Sept 1, 2013 and no later than Aug 31, 2014)*

GD/BC Target Area/Target Audience	Training Location	AI <sup>1</sup>	Description of Training	Approximate Date & Time
Ex: Removal of Arch. Barriers at Appleton's Senior Cntr/Senior Citizens	Appleton Senior Center	<input type="checkbox"/>	Fair Housing Rights and Complaint Process for Persons with Disabilities & Elderly	Oct. 10, 2013- 1:00 P.M.
Ray Mallard Park; Developmentally Disabled	West Side Community Life Center	<input checked="" type="checkbox"/>	Fair Housing & Complaint Process, reasonable accomodations & modifications	Oct. 8, 2013 5:00 P.M.
City-wide Transil Users	Medina City Hall	<input checked="" type="checkbox"/>	Fair Housing & Complaint Process; housing needs for elderly & physcally disabled.	Nov. 21, 2013 10:00am
Leadership Medina Expo	Medina County Fair Grounds	<input checked="" type="checkbox"/>	Transitional Housing Issues	December, 2014 10:00am, date TBA
Housing Issues for the Physcally Disabled	Medina Library	<input checked="" type="checkbox"/>	Housing needs for persons with disabilities & the elderly; fair housing & the complaint process	March 14, 2014 7:00pm
Citywide - City Council Meeting	Medina City Hall	<input checked="" type="checkbox"/>	Landlord/tenant rights and responsibilities	May 19, 2014 7:00pm
Housing Issues for the Physcally Disabled	2nd Baptist Church, Bronson Street	<input checked="" type="checkbox"/>	Fair Housing & the Complaint Process; Reasonable Accomodations & Modifications	June 10, 2014 10:00am
Citywide - Realtors, property owners/developers	Howard Hanna Realty, Medina	<input checked="" type="checkbox"/>	Landlord/tenant rights and responsibilities	July 15, 2014 7:00pm
Citywide - Removing Architectural barriers	Medina Community Recreation Center	<input checked="" type="checkbox"/>	Housing needs for persons with disabilities; reasonable accomodations and modifications	August 21, 2014 2:00pm
		<input type="checkbox"/>		

<sup>1</sup> Activities to address Analysis of Impediments Issues

4. **OUTREACH PROGRAM** Grantees are required to develop fair housing information and materials. Materials must be distributed to a minimum of 10 public events, agencies or organizations **EACH QUARTER** throughout the grant program period. Develop a distribution strategy and list in the chart located below: (Add additional sheets as

**FAIR HOUSING OUTREACH PROGRAM**

AGENCY, ORGANIZATION, PUBLIC EVENT	LIST OF MATERIALS TO BE DISTRIBUTED	A/C <sup>2</sup>	ESTIMATED # TO BE DISTRIBUTED PER QUARTER	APPROXIMATE DATES OF DISTRIBUTION			
				1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
Example: Erie County Human Resource Office	Fair Housing "It's Your Right" & Ohio Fair Housing Law brochures	<input type="checkbox"/>	50 of each brochure	9/14/2013	12/7/2013	3/28/2014	7/19/2014
Medina City Hall	Fair Housing "It's Your Right" & Ohio Fair Housing Law brochures	<input checked="" type="checkbox"/>	25 each	9/25/2013	12/5/2013	3/12/2014	7/9/2014
Medina Community Recreation Center	Fair Housing Rights; Landlord Tenant Issues	<input checked="" type="checkbox"/>	25 each	9/25/2013	12/5/2013	3/12/2014	7/9/2014
Medina Public Library	Fair Housing "It's Your Right" & Ohio Fair Housing Law brochures	<input checked="" type="checkbox"/>	25 each	9/25/2013	12/5/2013	3/12/2014	7/9/2014
Howard Hanna Real Estate Agency	Fair Housing Rights; Landlord Tenant Issues	<input checked="" type="checkbox"/>	25 each	9/25/2013	12/5/2013	3/12/2014	7/9/2014
Smith Road Laundromat, Medina	Fair Housing Rights; Landlord Tenant Issues	<input checked="" type="checkbox"/>	25 each	9/25/2013	12/5/2013	3/12/2014	7/9/2014
West Side Community Life Center	Fair Housing and You; Housing & Disabilities	<input checked="" type="checkbox"/>	25 each	9/25/2013	12/5/2013	3/12/2014	7/9/2014
Medina Chamber of Commerce	Fair Housing & You; Disability Rights & You	<input checked="" type="checkbox"/>	25 each	9/25/2013	12/5/2013	3/12/2014	7/9/2014
Medina County Job and Family Services	Fair Housing "It's Your Right" & Ohio Fair Housing Law brochures	<input checked="" type="checkbox"/>	25 each	9/25/2013	12/5/2013	3/12/2014	7/9/2014
Community Action Wayne/Medina Co.	Fair Housing "It's Your Right" & Ohio Fair Housing Law brochures	<input checked="" type="checkbox"/>	25 each	9/25/2013	12/5/2013	3/12/2014	7/9/2014
Medina County Metropolitan Housing Authority	Fair Housing Rights; Landlord Tenant Issues; Repair to Rentals	<input checked="" type="checkbox"/>	25 each	9/25/2013	12/5/2013	3/12/2014	7/9/2014
		<input type="checkbox"/>					
		<input type="checkbox"/>					

5. **ATTACH** your current local fair housing ordinance or resolution. Check if grantee does not have a local fair housing resolution or ordinance.

<sup>2</sup> Outreach to Address Analysis of Impediments Issues

6. BUDGET Grantee must enter a budget amount for implementation of the standard fair housing program, whether from Community Development or other local resources. This same amount should also be reflected on the CD budget summary form.

**SOURCE OF FUNDS AND USE OF FUNDS**  
September 1, 2013 - August 31, 2014

2013 GDBG CD FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL BUDGET	OUTCOME/ACTIVITY
1,000			1,000	FH COORDINATOR
\$500			500	FH COMPLAINT SYSTEM
\$500			500	FH TRAINING PROGRAM
\$500			500	FH EDUCATION OUTREACH
				FH ANALYSIS
2,500			2,500	TOTAL - 12 MO. BUDGET

Check here if fair housing activities are being carried out by other persons than those identified in section 1 above and identify: (All literature must reference the Local Fair Housing Contact identified in section 1 and all complaint intake must also be performed by the Local Fair Housing Contact.)

Agency: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

*If Community Development funding is being utilized to implement the community's current or future CHIP Fair Housing Program requirements, the grantee must complete the CHIP FH Program chart.*

**CHIP FAIR HOUSING PROGRAM**  
**SOURCE OF FUNDS AND USE OF FUNDS**

2013 CDBG FUNDS	CHIP FUNDS	OTHER FUNDS	TOTAL BUDGET	OUTCOME/ACTIVITY
\$1,000				FH COORDINATOR
\$500				FH COMPLAINT SYSTEM
\$500				FH TRAINING PROGRAM
\$500				FH EDUCATION OUTREACH
				FH ANALYSIS
\$2,500	2,500		\$5,000	TOTAL - 24 MO. CHIP FH BUDGET

**TOTAL CDBG COMMUNITY DEVELOPMENT FAIR HOUSING BUDGET:**

\_\_\_\_\_ 2,500 2013 CDBG Standard Fair Housing Program  
 \_\_\_\_\_ FH Program for FY \_\_\_\_\_ CHIP Grant  
 \_\_\_\_\_ 2,500 Total FY 2013 CDBG Community Development Funds

## 7. SUMMARY OF ATTACHMENTS

### 1. B. If applicable:

- Request for Proposals
- RFP evaluation forms
- Contract

### 1. C.

- Description of complaint intake, method of referral to Civil Rights Commission, and method of follow-up on complaints
- 2.  Updates to current Analysis and previous year's action plan and annual evaluation of outcomes and results
- Action Plan for September 1, 2013 through August 31, 2014
- Current local fair housing ordinance or resolution, if applicable