ORDINANCE NO. 14-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF MEDINA, OHIO AND THE MEDINA COUNTY FAIR HOUSING OFFICE FOR PROFESSIONAL SERVICES REQUIRED TO IMPLEMENT A FAIR HOUSING SERVICES PROGRAM FOR THE PY14 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with the City of Medina, Ohio and the Medina County Fair Housing Office for professional services required to implement a Fair Housing Services Program for the PY14 Community Development Block Grant (CDBG).

SEC. 2: That the funds to cover this Agreement in the amount of $2,500.00 are available in Account No. 138-0404-52215.

SEC. 3: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant is effective September 1, 2014 through December 31, 2016; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: January 26, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 27, 2015

SIGNED: Dennis Hanwell
Mayor

ORD. 14-15
Exh. A

AGREEMENT

BETWEEN

THE CITY OF MEDINA, OHIO

AND

MEDINA COUNTY FAIR HOUSING OFFICE

FOR

FAIR HOUSING SERVICES PROGRAM

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

This is an Agreement made as of September 1, 2014 between the City of Medina, 132 North Elmwood, Medina, Ohio 44258, and the Medina County Fair Housing Office, 124 W. Washington, Medina, Ohio 44256.

WHEREAS: The City has entered into an Agreement with the Ohio Development Services Agency under the Community Development Block Grant Allocation PY14 Program (CDBG); and

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 FH Office has demonstrated the capacity to provide such services,

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

SECTION 1 – BASIC SERVICES

1.1 General

The FH Office 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 FH Office shall perform for the City a Fair Housing Program Plan. Said Program Plan shall meet requirements set forth by the City in the PY 2014 Community Development Allocation Program application.

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

1.4 The FH Office shall advise the City of all program requirements related to fair Housing efforts necessary to satisfy requirements outlined by the Ohio Development Services Agency.

1.5 The FH Office will continue to: 1) provide intake of FH Office complaints and follow-up services; 2) review existing FH Office ordinances 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 FH Office; 4) to develop and distribute Fair Housing information and materials to residents and civic groups or schools consistent with the PY 2014 Community Development Allocation Program application requirements.

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 FH Office whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the FH Office' performance of service.

SECTION 3 – PERIOD OF SERVICE

3.1 The provisions of this section and the rates of compensation for the FH Office's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the program.

3.2 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 FH Office shall proceed with the performance of services called for in Section 10 as supplemented by the PY 2014 Community Development Allocation Program Plan.

3.3 This Agreement shall be effective on September 1, 2014 and shall terminate on December 31, 2016, 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 provided by the FH Office, 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 FH Office.

Said report of activities shall be prepared and submitted by the FH Office 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 FH Office 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 FH Office shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the FH Office 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 FH Office 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 FH Office under this contract shall, at the option of the City, become its property and the FH Office shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the FH Office 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 FH Office, and the City may withhold any payments to the FH Office for purposes of set-off until such time as the exact amount of damages due the City from the FH Office is determined.

The FH Office 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 FH Office 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 "Certifications of City Finance Director".

6.1.2 This Agreement, together with the Exhibits and Schedules identified above, constitutes the entire Agreement between the City and the FH Office 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

Date: 01-27-15

Witness: _____

MEDINA COUNTY FAIR HOUSING OFFICE

By: _____
Rob Henwood, Director

Date: _____

Witness: _____

EXHIBIT A

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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