

ORDINANCE NO. 69-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN 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 PY15 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, 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 between 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 PY15 Community Development Block Grant Program, Agreement No. A-F-15-2CN-1.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the contract amount of \$2,500.00 is available in Account No. 125-0455-52215.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: May 23, 2016

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: May 24, 2016

SIGNED: Dennis Hanwell
Mayor

PROFESSIONAL SERVICES AGREEMENT

*Ord. 169-16
Exh. A*

BETWEEN

THE CITY OF MEDINA, OHIO

AND

MEDINA COUNTY FAIR HOUSING OFFICE FOR

FAIR HOUSING SERVICES

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

This is an Agreement made as of September 1, 2015 between City of Medina ("CITY"), 132 Elmwood Ave., Medina, Ohio 44256, and the Medina County Fair Housing Office ("MCFHO"), 144 North Broadway, Medina, Ohio 44256 and is contingent upon an executed grant agreement between the City of Medina and the State of Ohio.

WHEREAS: The City has entered into an Agreement with the Development Services Agency under the Community Development Block Grant Program, Agreement No, A-F-15-2CN-1 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 MCFHO has demonstrated the capacity to provide such services,

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

SECTION 1 — BASIC SERVICES

1.1 General

The MCFHO 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 MCFHO shall perform for the City a Fair Housing Program Plan. Said Program Plan shall meet requirements set forth by -the City, in the FY 2015 Community Development Block Grant Program Application.
- 1.3 The MCFHO shall act as the City's representative on all matters related to Fair Housing efforts as directed by the City.
- 1.4 The MCFHO shall advise the City of all program requirements related to Fair Housing efforts necessary to satisfy requirements outlined by the Development Services Agency, Office of Community Development.
- 1.5 The MCFHO shall perform all elements of the Fair Housing Services Program as described in said application.
- 1.6 The MCFHO 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 Community Housing impact and Preservation Program application "Fair Housing Program," copy attached.

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

SECTION 3 - PERIOD OF SERVICE

- 3.1 The provisions of this section and the rates of compensation for the MCFHO'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 MCFHO shall proceed with the performance of the services called for in the FY 2015 Fair Housing Section of the Community Development Block Grant Program Application, as supplemented by the Program Plan.
- 3.3 This Agreement shall be effective on September 1, 2015 and shall terminate on February 28, 2017, unless it is agreed in writing to extend said Agreement beyond such date by amendment by all parties hereto.
- 3.4 Changes
- The City may, from time to time, request changes in the scope of the services of MCFHO to be performed hereunder. Such changes, including any increase or decrease in the amount of MCFHO's compensation, which are mutually agreed upon between the City and MCFHO, shall be incorporated in written amendment to this Contract.
- 3.5 It is specifically agreed as between the parties that this agreement is being signed in May of 2016 but is deemed effective as of September 1, 2015.

SECTION 4 – PAYMENTS

- 4.1 For basic services of the MCFHO, 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 MCFHO including the number of complaints received, type of complaint, and status. Said report of activities shall be prepared and submitted by the MCFHO along with the sign in sheets for each meeting to the City and shall be accompanied by an update to the current Analysis of impediments, and previous year's Action Plan and Annual Evaluation of Outcomes and Results, along with 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 MCFHO 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 MCFHO shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the MCFHO 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 MCFHO 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 MCFHO under this contract shall, at the option of the City, become its property and the MCFHO shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the MCFHO 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 MCFHO, and the City may withhold any payments to the MCFHO for purposes of set-off until such time as the exact amount of damages due the City from the MCFHO is determined.

5.2 Termination for Convenience of the City

The City may terminate this Contract at any time giving at least ten (10) days notice in writing to MCFHO. If the contract is terminated by the City as provided herein, MCFHO will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of MCFHO, Paragraph 1 hereof relative to termination shall apply.

5.3 Prohibitions of Kickbacks

The MCFHO 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 MCFHO 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 MCFHO and the City each binds itself and its 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 MCFHO shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other.

5.4 Personnel

- a. MCFHO represents that it has, or will secure at its expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by MCFHO or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5.5 Reports and Information

MCFHO, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5.6 Records and Audits

MCFHO shall maintain accounts and records, including personnel, property, -and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

5.7 Findings Confidential

All of the reports, information, data, etc., prepared or assembled by MCFHO under this Contract are confidential and MCFHO agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5.8 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of MCFHO.

5.9 Compliance with Local Laws

MCFHO shall comply with all applicable laws, ordinances, and codes of the State and Local governments, and MCFHO shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5.10 Equal Employment Opportunity

During the performance of this Contract, MCFHO agrees as follows:

- a. MCFHO will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. MCFHO will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, 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. MCFHO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provision of this non-discrimination clause.
- b. MCFHO will, in all solicitation or advertisements for employees placed by or on behalf of MCFHO, state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.
- c. MCFHO will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.
- d. MCFHO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. MCFHO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of MCFHO's noncompliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may

be canceled, terminated, or suspended in whole or in part and MCFHO may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. MCFHO will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. MCFHO will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event MCFHO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, MCFHO may request the United States to enter into such litigation to protect the interests of the United States.

5.11 Section 109 of The Housing and Community Development Act, As Amended

No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

5.12 Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 241 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. MCFHO will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. MCFHO will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. MCFHO will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors, and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

SECTION 6 - SPECIAL PROVISIONS, EXHIBITS, SCHEDULES AND ATTACHMENTS

6.1 The following Exhibit is attached to and made part of this Agreement.

Exhibit A Fair Housing Section of the FY 2015 Community Development Block Grant Program Application.

6.2 This Agreement, together with the Exhibits and Schedules identified above, constitutes the entire Agreement between the City and the MCFHO 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.

SECTION 7 — NOTICE

All notices which either party have to or may give shall be addressed, in the case of the City, as follows:

City of Medina
Attn: Dennis Hanwell, Mayor
132 North Elmwood Ave.
Medina, Ohio 44256

And in the case of the Consultant, as follows:

Medina County Fair Housing Office
Attn: Susan Hirsch
144 North Broadway
Medina, Ohio 44256

CITY OF MEDINA

Witness:

By: 
Dennis Hanwell, Mayor



THE MEDINA COUNTY FAIR HOUSING OFFICE

Witness:

By: 
Adam Friedrich, President
Board of Medina County Commissioners



Date: 10 MAY 16

APPROVED AS TO FORM:

City Law Director

