

RESOLUTION NO. 007-2024

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, HANCOCK COUNTY, STATE OF OHIO TO EXECUTE AN AGREEMENT WITH FINDLAY HOPE HOUSE FOR THE HOMELESS, INC. TO PROVIDE FAIR HOUSING SERVICES FOR RESIDENTS OF THE CITY OF FINDLAY RETROACTIVE TO JANUARY 1, 2024.

WHEREAS, the City of Findlay receives Community Development Block Grant (CDBG) funds administered by the State of Ohio, Ohio Department of Development, Office of Housing and Community Partnerships, and;

WHEREAS, the Federal Government requires local government recipients of CDBG funds to provide certain fair housing services, and;

WHEREAS, Findlay's fiscal year 2024 CDBG Program includes the provision for Fair Housing Services for residents within the City of Findlay, and;

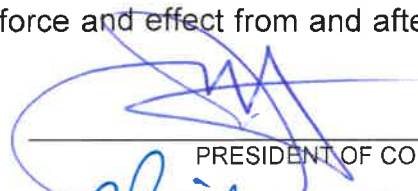
WHEREAS, the Findlay Hope House for the Homeless, Inc. has agreed to provide such services for an annual fee of up to one thousand five hundred dollars (\$1,500.00), and;


WHEREAS, an agreement outlining the scope of services has been prepared and is attached hereto as Exhibit A,

THEREFORE, BE IT RESOLVED by the Council of the City of Findlay, State of Ohio, the majority of all members thereof concurring:

SECTION 1: That the Mayor of the City of Findlay, Ohio, be and she is hereby authorized to execute said agreement for Fair Housing Services on behalf of the City, and that such agreement shall retroactive to January 1, 2024.

SECTION 1: This Resolution shall be in full force and effect from and after the earliest period provided by law.



PRESIDENT OF COUNCIL


MAYOR

PASSED February 20, 2024

ATTEST Dennis DeVore
CLERK OF COUNCIL

APPROVED February 20, 2024

AGREEMENT TO PROVIDE FAIR HOUSING SERVICES

This AGREEMENT is made and entered this 10th day of January 2024 by and between the City of Findlay at 318 Dorney Plaza in Findlay, Ohio 45840, hereinafter referred to as "City", and the Findlay Hope House for the Homeless, Inc., 1800 North Blanchard Street, Suite #106, Findlay, Ohio 45840, hereinafter referred to as "Provider".

Whereas, the City of Findlay receives Community Development Block Grant (CDBG) funds from the Ohio Department of Development; and

Whereas, the federal government requires that local government recipients of CDBG funds must provide certain Fair Housing services; and

Whereas, the purpose of the Fair Housing Program is to inform the area residents of Fair Housing laws and to provide area residents with a system for redress of complaints of illegal discrimination in the obtainment of housing;

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the parties do hereby mutually covenant and agree as follows:

ARTICLE I: TERM

- 1.1 This Agreement shall be effective, retroactively, as of January 1, 2024 and shall continue in effect for a primary term of one (1) year from the date of execution.
- 1.2 Upon expiration of the primary one (1) year term of this Agreement (January 1, 2024), this Agreement will be automatically renewed for an additional one (1) year term (January 1, 2025), unless either party hereto has submitted written notice of termination to the other at least thirty (30) days prior to the expiration date of the primary term.
- 1.3 Notwithstanding Sections 1.1 and 1.2, after this Agreement has been in effect for thirty (30) days, either party may, for good cause shown, terminate this Agreement by first submitting a written notice of termination to the other, which provides at least thirty (30) days notice of intent to terminate this Agreement.
- 1.4 Notwithstanding this foregoing, this Agreement shall immediately terminate upon written notice to the Provider that the City CDBG contract with the Office of Housing and Community Partnerships, Ohio Department of Development has been terminated, or that the source of funds used by The City of Findlay to compensate Provider for services rendered as a result of this Agreement are no longer available.

ARTICLE II: SCOPE

All benefits and services rendered as a result of this contract shall apply to persons residing in The City of Findlay, OHIO.

ARTICLE III: FAIR HOUSING PROGRAM

- 3.1 Provider shall be responsible for providing fair housing services that meet or exceed the requirements of the State of Ohio.
- 3.2 At a minimum the Provider shall be responsible for the following:
- (A) Have a published phone number for residents to call when they have fair housing questions or complaints;
 - (B) Designate an employee who is available Monday through Friday during regular business hours to receive calls;
 - (C) Establish a system to record the nature of calls, the action taken, and the result of the action taken;
 - (D) Establish a method of intake of complaints, forwarding complaints to the Ohio Civil Rights Commission, and a method of follow-up on complaints;
 - (E) Conduct training and provide fair housing educational materials to residents of the CDBG target area or special populations, and at least three (3) additional groups. (This documentation should include an agenda, attendance sheet, meeting notices or advertisements, and handouts);
 - (F) Develop and distribute fair housing information and materials to at least ten (10) area agencies, organizations or public events. (File should contain distribution list, date of distribution and copy of materials);
 - (G) Adopt an Affirmative Fair Housing Marketing Plan if the City implements a rental rehabilitation program funded with CDBG or HOME funds; and
 - (H) Conduct and update the analysis of impediments to fair housing in the community.

ARTICLE IV: COMPENSATION

- 4.1 Compensation will be remitted to the Provider in four (4) quarterly payments. For the purpose of this Agreement, the calendar year will be from January 1 to December 31 of the proceeding year.
- 4.2 Remittance of quarterly payments are to be made within ten (10) days of the beginning of each subsequent quarterly period for the preceding three month period. Provider shall submit an invoice for services rendered before payment is received.
- 4.3 If the Provider's expenses for services provided as a result of this Agreement should vary significantly from the payment schedule identified in Sections 4.1 and 4.2, the parties shall renegotiate a new payment schedule that more closely reflects actual costs.

ARTICLE V: REPORTING

5.1 Provider shall prepare and submit a written report to the City semiannually. This report will include a description of all of the services rendered as a result of this Agreement, and information on the status of any unresolved complaints at that time.


ARTICLE VI: ASSURANCES

- 6.1 Provider assures that all employees that are involved in the execution of services and activities identified in this Agreement shall be properly trained in Fair Housing laws and appropriate methods of complaint processing.
- 6.2 Provider agrees it shall indemnify and hold harmless the City, its directors, employees, and agents, from and against any and all claims of loss, damage, or liability arising from any act of commission or omission of Provider in connection with the performance of this Agreement.
- 6.3 Notwithstanding the foregoing, City shall be entitled, if it so elects, and at its own expense, to representation by attorneys of its own selection. City, at its option, shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions for which City will be solely liable.
- 6.4 Provider assures that all services and activities performed in connection with this Agreement will be done so without regard to race, national origin, color, creed, sex, age, handicapping conditions, or political or religious affiliation.
- 6.5 This Agreement sets forth all understandings between parties respecting the subject matter of this transaction, and no modifications or amendments of this Agreement shall be binding on either party unless in writing and signed by all parties concerned.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto as of the 10th day of Jan, 202~~4~~.


ATTEST: (Print Name Under Signature)

Findlay Hope House for the Homeless, Inc.

Signature: 
Name/Title: Susan Lehman, CEO
Date: 1.10.2024

ATTEST: (Print Name Under Signature)

City of Findlay, Mayor Christina M. Muryn

Signature: 
Name/Title: Mayor
Date: 02/21/2024