

**ORDINANCE NO. 20-098**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR CONSULTANT SERVICES WITH ANGELA BYINGTON FOR THE ADMINISTRATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM THROUGH THE END OF CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City of Sandusky is an Entitlement Community eligible to receive Community Development Block Grant (CDBG) funds directly from the U.S. Department of Housing and Urban Development (HUD) annually; and

**WHEREAS**, historically, the City has utilized City staff to administer the grant, however, due to budget impacts from COVID-19 and a recently vacated position, the City has no experienced Staff to administer the CDBG program in the short-term; and

**WHEREAS**, it is imperative to be able to utilize the CDBG funds in a timely manner, and therefore, it is desirous to contract with Angela Byington for the administration of the CDBG program until a position is filled and to assist with training and oversight as necessary through the end of the 2020 calendar year; and

**WHEREAS**, Angela Byington has been overseeing the City's CDBG grant for over five (5) years and has twenty-one (21) years of experience with the CDBG program; and

**WHEREAS**, Angela Byington will be paid at the rate of \$75.00 per hour up to a maximum of \$15,000.00 and will be paid with CDBG administration grant funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the City to continue the administration of the CDBG grant and access funds to prevent delays in the expenditure of the grant funds; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Planning, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

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Section 1. The City Manager is hereby authorized and directed to enter into An Agreement for Consultant Services for the administration of Community Development Block Grant (CDBG) funds through the end of calendar year 2020, a copy of which is marked Exhibit "1" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes, in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST: KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: July 13, 2020

## **AGREEMENT FOR SERVICES OF CONSULTANT**

This Agreement made on and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and Angela Byington, 49626 Telegraph Road, Amherst, Ohio 44001, herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the City and the Consultant agree as follows:

### **I. RECITALS**

The City desires to contract with the Consultant to provide consulting services for the administration of the City's Community Development Block Grant (CDBG) program.

This Agreement has been authorized to be executed by the Sandusky City Commission pursuant to Ordinance No. \_\_\_\_\_, passed on July 13, 2020, and effective on July 14, 2020.

### **II. SCOPE OF SERVICES / NON-ASSIGNMENT**

The Consultant agrees to perform the services as described in Exhibit "A", a copy of which is attached and specifically incorporated as if fully rewritten herein.

Consultant shall perform such services in accordance with the applicable sections of the Ohio Revised Code and any other applicable Federal, State, or Local rules, regulations, statutes and ordinances.

Consultant shall perform the duties under this Agreement personally and shall not assign or delegate the performance of those duties to any other person without the prior written approval of the City.

### **III. INDEPENDENT CONTRACTOR**

Consultant acknowledges that he or she is an independent contractor while performing the services required in the Agreement.

**IV. INDEMNIFICATION**

Indemnification by Consultant Generally. The Consultant shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by or result from performance to the Consultant's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors or omissions of the Consultant, or anyone directly employed by the Consultant. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

**V. CONFIDENTIALITY**

Consultant agrees that any information communicated in any manner to the Consultant during the performance of the services required by this Agreement, which concerns confidential personal, financial or other affairs of the City or the public shall be treated by the Consultant as confidential and shall not be revealed or discussed unless required by law or specifically authorized in writing by the City to do so.

**VI. COMPENSATION**

Consultant shall be paid for the services performed at the rate of Seventy-Five and 00/100 Dollars (\$75.00) per hour for work performance in accordance with this Agreement up to an amount not to exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00) without further City Commission approval.

Consultant agrees to timely submit monthly invoices to the Department of Community Development of the City representing services rendered for the previous 30 day period. The City agrees to make timely payment to Consultant within 30 days after receipt of the monthly invoice from Consultant.

**VII. TERM AND TERMINATION**

This agreement will begin July 14, 2020, and will terminate December 31, 2020. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 49626 Telegraph Road, Amherst, Ohio 44001, and to the City at 240 Columbus Avenue, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for services rendered before the notice of termination is received or December 31, 2020, whichever occurs first.

**VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**IX. PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES**

If the work to be performed under this Agreement 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 Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with

the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this Agreement 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 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder before the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

**X. EQUAL EMPLOYMENT OPPORTUNITY**

In carrying out this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action will 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; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or age. The Consultant will incorporate the provisions of this paragraph in all subcontracts for any work covered by this Agreement.

**XI. CIVIL RIGHTS ACT**

The Consultant agrees to comply with applicable laws of Title VI of the Civil Rights Act of 1964 (Pub. L. 85-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States will on the grounds of race, color,

or national origin, be excluded from participation in, be denied the benefits of or be otherwise subject to the discrimination under any program or activity for which federal assistance is provided and will immediately take any measures to achieve this assurance as applicable. The Consultant recognizes that the United States has a right to seek judicial enforcement,

**XII. INTEREST OF CITY OFFICIALS AND OTHERS**

No officer, member, or employee of the City and no members of its governing body, and no other public official of the governing body of the locality or localities in which the City is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project will participate in any decision relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds of it.

**XIII. ASSIGNABILITY**

The Consultant will not assign any interest in this Agreement, and will not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Agreement may be assigned without such approval. Notice of any such assignment or transfer will be furnished promptly to the City.

**XIV. INTEREST OF CONSULTANT**

The Consultant covenants that he or she presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree

with the performance of this Agreement and no person having any such interest will be employed.

**XV. FINDINGS CONFIDENTIAL**

No reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement will be made available to any individual or organization by the Consultant without prior approval of the City except the communication of necessary information between responsible parties who are involved with the Scope of Services, and the provision of information to the public that is normally and reasonably a part of the citizen participation responsibility under the federal grant program.

**XVI. OFFICIALS NOT TO BENEFIT**

No members of, or delegate to, the Congress of the United States of American, and no resident U.S. Commissioner, will be admitted to any share or part hereof or to any benefit to arise therefrom.

**XVII. COPYRIGHT**

No material produced in whole or in part under this Agreement will be subject to copyright in the United States or any other country. The City will have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part any reports, date or other materials prepared under this Agreement.

**XVIII. ACCESS TO BOOKS**

The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any books, documents, papers and records of the Consultant that are directly pertinent to a specific grant program for making audit, examination, excerpts, and transcriptions.



**XIX. LOBBYING**

The Consultant certifies, to the best of his or her knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any employee of a Member of Congress in connection with the awarding of Federal Contract, grant, loan, or cooperative agreement;
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Consultant will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," according to its instructions; and
- (C) The Consultant will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and all subcontractors will certify and reveal accordingly.

**XX. PARTIES BOUND**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**XXI. ENTIRE AGREEMENT**

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of the Agreement. No other agreements, representations or

warranties have been made by either party to the other with respect to the subject matter of this Agreement.

**XXII. SEVERABILITY**

If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

**XXIII. AMENDMENTS**

This Agreement may be amended by the parties only by a written agreement signed by both parties.

**SIGNATURE PAGE TO FOLLOW**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF SANDUSKY:**

\_\_\_\_\_  
Eric L. Wobser, City Manager

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CONSULTANT"**

\_\_\_\_\_  
Angela Byington

Approved as to Form:

\_\_\_\_\_  
Trevor M. Hayberger (#0075112)  
Law Director  
City of Sandusky

**CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2020 under the Agreement have been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle Reeder  
Director of Finance

\_\_\_\_\_  
Account Number

## SCOPE OF SERVICES

<u>July</u>	<b>5 Year Consolidated Plan Amendment Submission in IDIS</b>
	Close out FY19 in IDIS
	Fund projects in IDIS
	<b>Environmental Reviews: (Begin) Subway Parking Lot, Market Grounds Parking Lot, Multiple residential demolitions, 3 separate Acquisitions, Admin, Fair Housing, Shoreline Park Improvements, Code Enforcement, Youth Programming, CV Admin, CV Public Facility Upgrades, CV Meals on Wheels, CV OHgo, CV General Food Pantry, CV Youth Programming, CV Small Business Grants.</b>
	<b>Advertise application for General Food Pantry Subrecipient</b>
	Review of Code Enforcement timesheets and area documentation
	<b>Sam.gov final registration</b>
	<b>Sam.gov checks and documents for subrecipients</b>
	Review chargebacks and supporting documentation for Code, Admin and Recreation
	Review and approve all, procurement, PO's, invoices and expenditures for CDBG
	Prepare draw in IDIS
	<b>Asbestos Survey Procurement on FY20 #1 Demo</b>
	<b>Federal Cash Transaction Report Due</b>
	<b>Review City's Small Business Grant Program for compliance</b>
-	
<u>August</u>	<b>Subrecipient Final Monitoring: Ohgo and Meals on Wheels</b>
	<b>Begin preparation of the Consolidated Annual Program Evaluation Report (CAPER)</b>
	Environmental Reviews: continue
	<b>General Food Panty contract to City Commission and execution</b>
	Review of Code Enforcement timesheets and area documentation
	Review chargebacks and supporting documentation for Code, Admin and Recreation
	Review and approve all, procurement, PO's, invoices and expenditures for CDBG
	<b>City Commission approval to bid FY20 - #1 Demo Project</b>
	<b>Begin Substantial Amendment process for 2nd round of CARES money</b>
	Prepare draw in IDIS
-	
<u>September</u>	<b>CAPER draft to be complete and notice in paper. Deadline to HUD Sept. 30</b>
	Environmental Reviews: complete
	Review of Code Enforcement timesheets and area documentation
	Review chargebacks and supporting documentation for Code, Admin and Recreation
	Review and approve all, procurement, PO's, Invoices and expenditures for CDBG
	Prepare draw in IDIS
	<b>Substantial Amendment to City Commission for Second Round of CARES funding</b>
-	<b>Submit Substantial Amendment through IDIS</b>
<u>October</u>	Review of Code Enforcement timesheets and area documentation
	Review chargebacks and supporting documentation for Code, Admin and Recreation
	Review and approve all, procurement, PO's, invoices and expenditures for CDBG

## SCOPE OF SERVICES

	Prepare draw in IDIS
	<b>FY20 - #1 Demo Project Contract Execution and Notice to Bid</b>
	<b>Federal Cash Transaction Report Due</b>
	<b>Section 3 Report Due</b>
	<b>MBE/WBE/DBA Report Due</b>
	<b>City Commission permission to enter into contract for FY20 - #1 Demo Project</b>
	<b>Semi Annual Labor Report Due</b>
-	
<b><u>November</u></b>	Review of Code Enforcement timesheets and area documentation
	Review chargebacks and supporting documentation for Code, Admin and Recreation
	Review and approve all, procurement, PO's, invoices and expenditures for CDBG
	Prepare draw in IDIS
	<b>Asbestos Survey Procurement on FY #2 Demo</b>
-	
<b><u>December</u></b>	<b>FY 21-22 Internal Budget/Activity Meeting</b>
	<b>Notice for CPAC meeting in January</b>
	Review of Code Enforcement timesheets and area documentation
	Review chargebacks and supporting documentation for Code, Admin and Recreation
	Review and approve all, procurement, PO's, Invoices and expenditures for CDBG
	<b>City Commission approval to bid FY20 #2 Demo</b>
	Prepare draw in IDIS
-	
	<i>* Bold items new monthly, un-bolded reoccurring</i>