

AMENDMENT TO THE  
FINANCIAL/ACCOUNTING MANAGEMENT AGREEMENT

This agreement made this 12<sup>th</sup> day of December, 2017, by and between the Sandusky Metropolitan Housing Authority, hereinafter referred to as "Authority" and the Erie Metropolitan Housing Authority, hereinafter referred to as "EMHA",

WHEREAS, the Authority participating in housing programs under the provisions of the United States Housing Act of 1937, as amended, and

WHEREAS, the Federal Government, hereinafter referred to as "HUD" has issued and requires compliance with its management requirements, and

WHEREAS, the Authority also participates in the State Board of Developmental Disabilities (SBDD) Community Capital Housing Assistance Program (CCAHP), and

WHEREAS, the Authority wishes to appoint EMHA as its financial/accounting management agent and the EMHA is willing to accept such appointment,

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. EMHA shall render necessary assistance to the Authority in order that the Authority shall comply with all applicable laws of the State of Ohio and of the United States Government, and with the terms of all contracts which the Authority has executed or may from time to time execute with HUD, and the State and County Boards of DD.
2. In carrying out these duties, EMHA shall act in the manner in which a financial/accounting agent of an Ohio Metropolitan Housing Authority would act.
3. EMHA, from time to time, shall appoint a person or persons to render the necessary assistance under this contract. These duties would include, but are not limited to, assisting and/or preparing reports for the Members of the Authority, retaining services of a Certified Public Accountant, preparing, monitoring and reconciling financial reports, budgets, banking records, payroll, accounts payable, accounts receivable, tenant accounting, vendor accounting, operating subsidies, inventory, capital funds, complying with all directives and laws of the State of Ohio and the United States Government concerning finances and accounting, preparing fiscal statements, preparing and distributing housing assistance payment checks to participants of the program, preparing check vouchers for the payment of bills, purchasing materials and services, providing data processing services, and doing all other things normally associated with the financial management and financial operation of a metropolitan housing authority.
4. The EMHA appointee will oversee contracts, materials, supplies, utilities, and services on the most advantageous terms to the Authority, and is authorized to solicit bids, either formal or informal, for those items which can be obtained from more than one source. The EMHA appointee will secure and credit to the Authority all discounts, rebates or commissions obtainable with respect to purchases, service contracts and all other transaction on the Authority's behalf.
5. No Member of the Authority shall be admitted to any share or part of this contract, or to any benefit that may arise there from.
6. No member, officer, or employee of the Authority, no member of the governing body

of the locality in which the project is situated, no member of the governing body in which the Authority was activated, and no other public official of such locality or localities who exercised any functions or responsibilities with respect to the Authority, shall, during their tenure, or for one year thereafter, have any interest, direct or indirect, in the Agreement or the proceeds thereof other than compensation from duties performed for the agreement.

7. EMHA is qualified to perform the work required hereunder; and that EMHA has not now, and will not acquire, any interest, direct or indirect, present or prospective, that would prevent its executing the certifications required by this Agreement, and has not employed, and will not employ, in connection with work to be performed hereunder any person having any such interest during the term of this Agreement either directly or indirectly. EMHA, if requested, will furnish the Authority with an affidavit setting forth the foregoing representations that EMHA has no such interest and has not made any payment or agreement for payment of any such commission, percentage, fee, or other compensation.

8. All books of account and records maintained for the Authority, together with all supporting documents, shall remain the property of the Authority.

9. As consideration for this agreement, and for the duration of this agreement, the Authority shall pay EMHA an administrative fee of Five Hundred Fifty-One and 25/100 Dollars (\$551.25) per week, payable on a bi-weekly basis.

10. This Agreement shall be binding upon the parties for a period of one year and may be extended or modified by the parties hereto. This Agreement shall be subject to automatic renewal for additional one-year terms at its termination date unless a thirty (30) day notice is given by the party not wishing to continue. The Agreement will be reviewed for changes by both parties approximately six (6) months after its effective date.

11. It is hereby mutually agreed to continue additional services as follows:

- a) EMHA shall provide four (4) days per week of staff coverage at the Authority administrative office as replacement for the position vacated at the end of the 2012 calendar year due to the retirement of the assistant account clerk (Ms. Ferguson).
- b) The Authority understands that the level of coverage per week could vary due to the EMHA authorized leave benefits (e.g. holiday, sick, vacation, personal, funeral...) or weather related emergencies.
- c) As consideration for this amendment, and for the duration of this amendment, the Authority shall pay EMHA an additional administrative fee of Three Hundred Ninety-three and 40/100 Dollars (\$393.40) per week, payable on a bi-weekly basis.

12. This agreement may not be altered, modified, or amended except in writing properly executed by the parties to it.

13. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio. Any lawsuit involving the terms of this agreement shall be venued in Erie County, Ohio, where jurisdiction shall be deemed appropriate.

14. If any provision or clause of the Agreement is held to be invalid by a court of competent jurisdiction, then such provision or clause shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified so as to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.

15. The headings and titles of the paragraphs of this Agreement are for convenience purposes only, and are not intended to define, limit or construe the contents of the various paragraphs.

16. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements of the parties whether oral or written.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the date first above written.

Witness: Timisha R. Ollom Authority  
Sandusky Metropolitan Housing Authority

Jim McCabe By: Marsha Owens  
Chairperson

Mary F. Beier Erie Metropolitan Housing Authority

Alan S. Hansen By: Sharon Hansen  
Chairperson

Services to be performed/supervised:

1. Capital Fund Program The administration of the Public Housing Capital Fund Program.
2. Budgets Preparation of budgets for all programs.
3. Accounts Payable
4. Accounts Receivable
5. Payroll

6. HUD required Forms and Reports Prepare paper and/or electronic filings as requested by HUD or other governing body.
7. Designation of Depositary Update as needed.
8. General Depositing Agreement HUD Form 51999, "General Depositary Agreement." Updated as needed.
9. Data Processing Provide all necessary data processing as required in the operation of the housing programs, including HAP payments, general ledger, and other accounting procedures.
10. Other Services The EMHA shall perform other financial management services as outlined in said Agreement and directed by the Board.