



FAYETTE METROPOLITAN HOUSING AUTHORITY

121 E. East Street, Washington Court House, Ohio 43160

(740) 335-7525 Fax: (740) 335-6644

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SERVICES AGREEMENT

This agreement made this 1st day of January, 2019 by and between the **HIGHLAND METROPOLITAN HOUSING AUTHORITY**, hereinafter referred to as "Highland MHA" and the **FAYETTE METROPOLITAN HOUSING AUTHORITY**, hereinafter referred to as "Fayette MHA".

WHEREAS, the Highland MHA is 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 required compliance with, its management requirements, and

WHEREAS, the Highland MHA has need of assistance in fulfilling these management requirements, and

WHEREAS, the Highland MHA desires to obtain management services from the Fayette MHA and the Fayette MHA is willing to provide such services.

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

1. The Fayette MHA shall provide management services to the Highland MHA in order that the Highland MHA 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 Highland MHA has executed or may from time to time execute with HUD.
2. These duties would include, but are not limited to, attending meetings of the Highland MHA, preparing reports for the members of the Highland MHA, preparing budgets for approval by the Highland MHA, preparing proposals for additional funds for dwelling units, complying with all directives and laws of the State of Ohio and the United States Government concerning finances and accounting, preparing fiscal statements, interviewing families for assisted housing, examining properties, preparing check vouchers for the payment of bills, purchasing materials and services, providing data processing services, preparing applicable resolutions for the consideration of the Highland MHA, obtaining fidelity bonds of all employees as required by HUD, and doing all other things normally associated with the management and operation of a metropolitan housing authority. The Fayette MHA director shall be the director of the Highland MHA and shall supervise other employees who shall from time to time be required.
3. The Fayette MHA will obtain contracts, materials, supplies, utilities, and services on the most advantageous terms to the Highland MHA, and is authorized to solicit bids, either formal or informal, for those items that can be obtained from more than one source. The Fayette MHA will secure and credit to the Highland MHA all discounts, rebates or commissions obtainable with respect to purchases, service contracts and all other transactions on the Highland MHA's behalf.
4. The Fayette MHA will take such actions as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Project, whether imposed by federal, state, county or municipal authority. Nevertheless, the Fayette MHA shall take no such action so long as the Highland MHA is contesting, or has affirmed its intention to contest, any such order or requirement.

5. In the performance of its obligations under this Agreement, the Fayette MHA will comply with the provisions of any federal, state or local law prohibiting discriminating in housing on the grounds of race, color, creed, familiar status or national origin, including Title VI of the Civil Rights Act of 1964 (Pub Law 88-352, 78 Stat. 241), all requirements imposed by or pursuant to the Regulations of the Secretary (24CFR, Subtitle A) issued pursuant to that Title; regulations issued pursuant to Executive Order 11063, and Title VIII of the 1968 Civil Rights Act.
6. No member of the Highland MHA shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.
7. As an inducement to the acceptance of this Agreement, the Fayette MHA represents and agrees that the Fayette MHA has and will continue to have adequate and proper facilities and personnel to perform the services and work agreed to be performed hereunder, that the Fayette MHA is qualified to perform to solicit or procure this contract, and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this Agreement, and that the Fayette MHA 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.
8. All books of account and records maintained for the Highland MHA, together with all supporting documents, shall remain the property of the Highland MHA and shall be returned to the Highland MHA after they have served their purpose with the Fayette MHA, but in any event, upon termination of the agreement.
9. The Fayette MHA shall cause all financial reports to be prepared by a qualified individual in a manner acceptable to HUD and the State of Ohio.
10. The Highland MHA agrees to compensate the Fayette MHA for services rendered in performing the management services described herein. Compensation shall be based on the amount of **\$3,600.00 per month for the year of 2019** for performing said services. The Fayette MHA shall be paid monthly upon submission by the Fayette MHA to the Highland MHA of an invoice setting forth the charges for services rendered. The Fayette MHA shall be paid within thirty (30) days after submission of each invoice.
11. This agreement shall continue unless either party shall give sixty (60) days written notice prior to termination of the agreement.

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

Witness:

Mary E Remming
[Signature]

HIGHLAND METROPOLITAN HOUSING AUTHORITY

[Signature]
 James Evans, Chairperson

Witness

FAYETTE METROPOLITAN HOUSING AUTHORITY

Ray Oughterson
[Signature]
9/11/18

[Signature]
 Ray Deeks, Chairperson