

RESOLUTION NO. 92-14

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF BRUNSWICK AND THE CITY OF WADSWORTH AND TO FILE AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR A PY14 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM GRANT, AND DECLARING AN EMERGENCY.

WHEREAS: The State of Ohio, Development Services Agency, Office of Community Development has established the PY14 Community Housing Impact and Preservation Program (CHIP) Guidelines; and

WHEREAS: Included in the Action Plan is a partnership option allowing eligible communities to partner on one single application. By electing to file an application under a Partnership Agreement, the cities of Medina, Brunswick and Wadsworth are each eligible for an additional \$50,000 in funds over and above the grant threshold for single applicants; and

WHEREAS: The partnership has designated The City of Medina, Ohio to be the Grantee applying to the Ohio Development Services Agency for funding under the PY2014 Community Housing Impact and Preservation Program (CHIP) Grant for funds to be used for housing improvements for low and moderate income homeowners in the Cities of Medina, Brunswick and Wadsworth; and

WHEREAS: It is estimated that the total amount of eligible funding for each City is \$400,000.00 making the total grant request \$1,200,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Partnership Agreement with the City of Brunswick and the City of Wadsworth and to file an application for grant assistance from the Ohio Development Services Agency for a PY2014 Community Housing Impact and Preservation Program (CHIP) Grant. The funds from this grant will be used for housing improvements for low and moderate income homeowners in the Cities of Medina, Brunswick and Wadsworth. The City of Medina acknowledges that it will be responsible for the entire CHIP grant award, if funded.

SEC. 2: That if the Grant is awarded to the City of Medina, the Mayor is authorized to accept the grant and enter into an agreement with CT Consultants, Inc. and the Ohio Development Services Agency for its implementation and administration and execute any and all documentation associated with said grant.

SEC. 3: That a copy of the Partnership Agreement with the City of Brunswick and the City of Wadsworth is marked Exhibit A, attached hereto, and incorporated herein.

SEC. 4: That a copy of the Agreement with CT Consultants, Inc. is marked Exhibit B, attached hereto, and incorporated herein.

SEC. 5: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 6: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to comply with Ohio Development Services Agency requirements and deadlines; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: May 27, 2014

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: May 28, 2014

SIGNED: Dennis Hanwell
Mayor

PY 2014 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP)

Partnership Agreement

This Partnership Agreement is entered into this 28th day of May, 2014, by and between the City of Medina, City of Brunswick and City of Wadsworth (collectively referred to herein as the "Partners").

Whereas, the State of Ohio, Development Services Agency, Office of Community Development has established through the Program Year ("PY") 2014 Community Housing Impact and Preservation Program Guidelines included in the State of Ohio Action Plan, a partnership option allowing eligible communities to partner on one single application;

Whereas, the Partners' election to file an application pursuant to a Partnership Agreement increases the maximum potential funding for each Partner by an additional \$50,000.00 in excess of the grant threshold for single applicants;

Whereas, by electing to file an application pursuant to a Partnership Agreement, the potential total grant award will be \$1,200,000.00; and

Whereas, by electing to file an application pursuant to a Partnership Agreement, the collective application has the potential to gain additional points for partnering.

WHEREFORE, the Partners to this Partnership Agreement hereby agree as follows:

- 1) The Partners hereby designate the City of Medina as the grantee for the 2014 CHIP Partnership Application (the "Grantee");
- 2) The Partners hereby agree that this Partnership Agreement specifically relates to the Community Housing Impact and Preservation Grant ("CHIP Grant") and includes all possible funding sources including CDBG, HOME and OHTF, if awarded.
- 3) The Partners agree to adopt the City of Medina CHIP Policy and Procedure Manual for the PY 2014 Community Housing Impact and Preservation Grant, if funded.
- 4) The Partners hereby agree that the City of Medina, as grantee, is responsible for preparing the PY 2014 CHIP Partnership Application, including the Housing Advisory

Committee Planning Process, selection of eligible project activities, and administering and implementing the grant in accordance with Community Development Block Grant, HOME and/or Ohio Housing Trust Funds in conjunction with Ohio Development Services Agency rules and regulations including maintaining all required records and documents relating to the grant.

5) The Partners hereby agree that the City of Brunswick and the City of Wadsworth will each have the following responsibilities with respect to the activity funds targeted and completed within their jurisdiction:

1. Marketing of the CHIP Activities;
2. Administering and Implementing housing activities in accordance with CDBG, HOME and/or OHTF Funds in compliance with State and Federal Regulations;
3. Entering into an Administrative Agreement with a Consultant to assist in the administration and implementation of the funds being budgeted to their respective jurisdiction;
4. Recording of required Mortgages related to Private Owner Rehabilitation, Rental Home Repair, and Homeownership activities;
5. Tracking and reporting of housing program income to the Office of Community Development, Development Services Agency;
6. Submission of Grant required final payment documentation, which may include, where available, check stubs, contracts, vouchers, invoices and/or cancelled checks for reimbursement to the City of Medina; and
7. Submission of the completed case files to the City of Medina at end of the Grant period.

6) Eligible administrative and soft costs incurred by the City of Brunswick or City of Wadsworth maybe reimbursed through the Grant by the City of Medina with the submission of source documentation including work performed, hours and rates of pay for the individuals that provided the service, including invoices and copies of cancelled checks, if applicable, up to a not to exceed amount of \$42,000.00 budgeted for each of the Partners.

7) The Grantee agrees to allocate housing activity funds in the amount shown on Exhibit "A" attached hereto. The amount of funding ultimately spent within each Partner will be determined by the eligible applications received.

8) Eligible housing activity costs incurred by the Partners will be reimbursable with the submission of source documentation including the contract, any change orders, invoices, final inspection reports, copies of cancelled checks and any additional source documents requested.

9) The Partners agree to the following selection criteria:

- Owner Home Repair applications will be first-come first-serve within each Partner's jurisdiction first and then, if funding remains, within the grant service area.
- Rental Home Repair applications will be first-come first-serve within each Partner's jurisdiction first and then, if funding remains, within the grant service area.

- Private Owner Rehabilitation applications will be ranked according to the Medina City Policy and Procedure Manual within each Partner's jurisdiction first and then, if funds remain, within the grant service area.
- Homeownership applications will be first-come first-serve with a purchase agreement within each partner jurisdiction first and then, if funds remain, within the grant service area.
- TBRA applications will comply with the local housing authority selection process.

10) The Partners agree to elect to choose the following finance mechanism:

- Owner-occupied Home Repair will be a grant.
- Tenant-Based Rental Assistance will be a grant.
- Private-Owner Rehabilitation will be a five-year declining partially forgivable loan with fifteen percent (15%) remaining due and owing whenever the home is sold, rented or transferred.
- Rental-occupied Home Repair will require that the landlord contribute fifty-percent (50%) of the construction contract (including any change orders) towards the project up front. The remaining fifty-percent (50%) will be provided as a declining fully-forgiven two-year loan.
- Homeownership will be a five-year declining partially forgivable loan with fifteen percent (15%) remaining due and owing whenever the home is sold, rented or transferred. The Homeownership activity has a five-year affordability period.

11) This Partnership Agreement will take effect and be in force from the date of full executed and remain in effect until the CHIP Grant funds are expended and the funded activities are complete and closed out with the State of Ohio.

12) The Partners agree that neither the Grantee nor the Partners may terminate or withdraw from this Partnership Agreement while it remains in effect.

13) The Partners hereby agree to designate one representative from their respective jurisdictions to be appointed to a Planning Committee to represent their respective interests in the Grant. The Planning Committee will meet semi-annually beginning with the first Status Report, in an agreed upon venue (conference call or on site) to review the progress of the PY 2014 grant.

14) The Partners hereby agree that it is essential for future funding to meet outcomes set forth in the grant agreement and therefore, the Grantee will review the progress of each Partner throughout the term of the Grant. Any lack of progress or insufficient applications for particular activities will be discussed between the Partners.

15) The Partners agree that if the Planning Committee unanimously determines that there is a need to reallocate the budget as attached hereto as Exhibit A, such budget will be amended to reflect those changes, upon approval by each Partners' respective City Manager/Safety Director or Mayor. In the event unanimous consent is not obtained, the Grantee shall have final authority to make reallocations to the budget.

16) The Partners are obligated to take all actions necessary to assure compliance with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.

17) The Partners agree that CHIP Grant funds are prohibited for activities in, or in support of, any cooperating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes Grantee's or the Partners' actions to comply with fair housing certification.

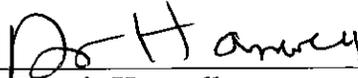
18) The Partners agree that Annual Income will be used to determine program eligibility. Annual Income is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. The Partners will use the Section 8 Annual Income method as defined in 24 CFR 5.609 as the basis for determining annual gross income for applicant qualification for all program activities.

19) This Partnership Agreement does not contain a provision for veto or other restriction that would allow any Partner to obstruct the implementation of the CHIP Program during the period covered by this Partnership Agreement, which is April 1, 2014 up to and including December 31, 2016.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, the undersigned hereby executed this Partnership Agreement as of the dates indicated below.

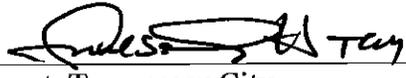
CITY OF MEDINA



Mayor Dennis Hanwell

Date: May 28, 2014

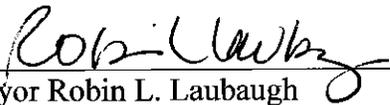
CITY OF BRUNSWICK



Carl DeForest, Temporary City
Manager/Safety Director

Date: 5/30/14

CITY OF WADSWORTH

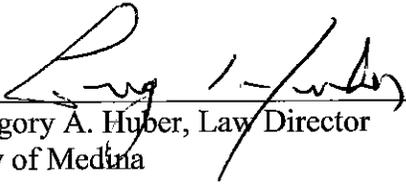


Mayor Robin L. Laubaugh

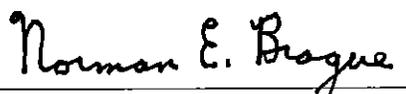
Date: 5/21/14

Approved as to form:

Kenneth J. Fisher, Law Director
City of Brunswick



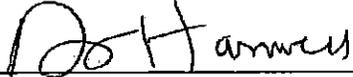
Gregory A. Huber, Law Director
City of Medina



Norman E. Bague, Law Director
City of Wadsworth

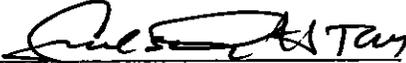
WHEREFORE, the undersigned hereby executed this Partnership Agreement as of the dates indicated below.

CITY OF MEDINA


Mayor Dennis Hanwell

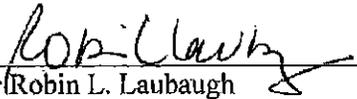
Date: May 28, 2014

CITY OF BRUNSWICK


Carl DeForest, Temporary City
Manager/Safety Director

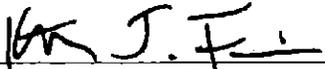
Date: 5/30/14

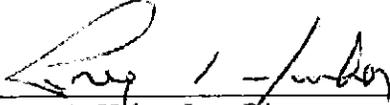
CITY OF WADSWORTH


Mayor Robin L. Laubaugh

Date: 5/14/14
5/21/14

Approved as to form:


Kenneth J. Fisher, Law Director
City of Brunswick


Gregory A. Huber, Law Director
City of Medina

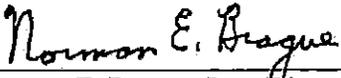

Norman E. Bague, Law Director
City of Wadsworth

EXHIBIT "A"

CITY OF MEDINA
 PY 2014 CHIP
 BUDGET

SERVICE AREA – CITY OF MEDINA

| ACTIVITY | HARD COSTS | SOFT COSTS | TOTAL | |
|--------------------|------------|------------|-----------|----|
| Private Rehab | \$191,000 | \$30,000 | \$221,000 | 6 |
| Home Repair | \$ 91,500 | \$17,500 | \$109,000 | 15 |
| Home Repair Rental | \$8,000 | \$3,000 | \$11,000 | 2 |
| TBRA | \$10,000 | \$1000 | \$11,000 | 7 |
| TOTALS | \$300,500 | \$51,500 | \$352,000 | 30 |

SERVICE AREA – CITY OF BRUNSWICK

| ACTIVITY | HARD COSTS | SOFT COSTS | TOTAL | |
|---------------|------------|------------|-----------|----|
| Private Rehab | \$170,700 | \$26,800 | \$197,500 | 5 |
| Home Repair | \$100,400 | \$19,100 | \$119,500 | 15 |
| Homeownership | \$30,000 | \$5,000 | \$35,000 | 1 |
| TOTALS | \$301,100 | \$50,900 | \$352,000 | 21 |

SERVICE AREA – CITY OF WADSWORTH

| ACTIVITY | HARD COSTS | SOFT COSTS | TOTAL | |
|--------------------|------------|------------|-----------|----|
| Private Rehab | \$194,500 | \$30,000 | \$224,500 | 6 |
| Home Repair | \$ 52,000 | \$10,300 | \$62,300 | 7 |
| Home Repair Rental | \$10,500 | \$4,200 | \$14,700 | 3 |
| Homeownership | \$34,200 | \$5,800 | \$40,000 | 1 |
| TBRA | \$10,500 | | \$10,500 | 7 |
| TOTALS | \$301,700 | \$50,300 | \$352,000 | 24 |

The undersigned Clerk of Council, City of Wadsworth, Ohio does hereby certify that this is a true and accurate copy of Am. Ord. 14-027 of the City of Wadsworth, Ohio, as duly passed by said City Council.

Hannah Guenther 5/21/14
Clerk of Council Date

AMENDED ORDINANCE NO. 14-027
Sponsored by Council Member Dennis Shultz

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF BRUNSWICK, OHIO AND THE CITY OF MEDINA, OHIO, IN ORDER TO APPLY FOR A PROGRAM YEAR 2014 (PY2014) COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT, WITH THE CITY OF MEDINA BEING DESIGNATED AS THE GRANTEE, WHO WILL BE RESPONSIBLE FOR FILING THE APPLICATION AND IMPLEMENTING SAID GRANT IF AWARDED BY THE BY THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (OCD), AND DECLARING AN EMERGENCY.

WHEREAS, the City of Wadsworth wishes to receive PY2014 Community Housing Impact and Preservation (CHIP) Program Grant funds, and;

WHEREAS, the Ohio Development Services Agency, Office of Community Development's filing guidelines for the PY2014 CHIP encourage communities to partner with other communities in their respective county by increasing the amount of funding available for each member community in the partnership from \$350,000 to \$400,000, and;

WHEREAS, the City of Wadsworth intends to partner with the City of Brunswick and the City of Medina, with the City of Medina being the Grantee, in applying for the PY2014 Community Housing Impact and Preservation Program Grant (CHIP) in order to maximize the funds available to each community in the partnership, and;

WHEREAS, to fulfill the Program Guidelines of OCD, a Partnership Agreement must be executed by the participating jurisdictions; **NOW THEREFORE:**

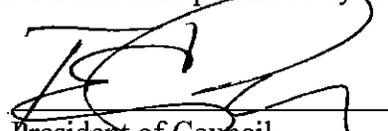
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WADSWORTH, STATE OF OHIO:

Section 1. That this Council authorizes the Mayor and/or the Director of Public Services to execute a Partnership Agreement with the City of Brunswick and the City of Medina in order to apply for a program year 2014 (PY 2014) community housing impact and preservation (CHIP) program grant with the City of Medina, designated as the Grantee responsible for filing, administering and implementing the PY 2014 CHIP with the OCD, if awarded and funded.

Section 2. That this Council authorizes the Mayor and/or Director of Public Service to enter into an Administrative Services Agreement with the City of Medina as Grantee and an agreement with CT Consultants Inc as authorized by Ordinance 14-007 adopted by this Council on March 4, 2014, in order to administer and implement the City of Wadsworth's share of the PY2014 CHIP, and to coordinate and report as necessary to the City of Medina as Grantee, if said grant is awarded and funded.

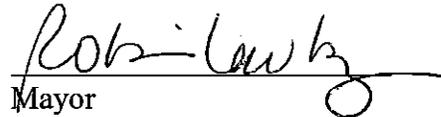
Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City of Wadsworth in order to provide adequate time to meet the Program Guidelines and Schedule established by OCD; WHEREFORE, this ordinance shall go into immediate effect provided it receives a two thirds vote of all members of city council. If it receives approval by a majority of the members but less than a two-thirds vote, then it shall be effective at the earliest time permitted by law.

Passed: May 7, 2014


President of Council

Attest: Tammy L. Guenther
Clerk of Council

Approved: May 7, 2014


Mayor

1st Rdg. 4.15.14 am
3rd Rdg. suspended
Vote: aye 7 nay 0

2nd Rdg. 5.7.14 am
Passed: yes 4 no _____
Immediate Effect: yes 4 no _____

CERTIFICATE OF PUBLICATION

I, Tammy L. Guenther, Clerk of Council of the City of Wadsworth, State of Ohio, do hereby certify that the forgoing ordinance was duly published in the *Medina Gazette* and at <http://publicnotice.ohio.gov/> on _____ and _____, which is for two consecutive weeks as required by section 731.21 of the Ohio Revised Code.

Tammy L. Guenther
Clerk of Council
City of Wadsworth

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 58-14

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY
MANAGER/SAFETY DIRECTOR TO ENTER INTO A PARTNERSHIP
AGREEMENT WITH THE CITIES OF MEDINA AND WADSWORTH FOR
APPLICATION FOR THE PY 2014 COMMUNITY HOUSING
IMPROVEMENT PROGRAM GRANT

WHEREAS: The Ohio Development Services Agency, Office of Community Development's filing guidelines for the Program Year ("PY") 2014 Community Housing Improvement Program ("CHIP") Grant encourages the partnership of communities by increasing available funding for each partnering community by \$50,000.00;

WHEREAS: The Ohio Development Services Agency, Office of Community Development requires partnering communities to enter into a partnership agreement;

WHEREAS: The City of Brunswick intends to partner with the Cities of Medina and Wadsworth to maximize funds available to each community; and

WHEREAS: The City of Medina has been designated as the Grantee of the CHIP Grant to facilitate applying for, implementing and administering Grant funds between the partnering communities.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager/Safety Director is hereby authorized, upon approval of the Law Director, to enter into a partnership agreement with the Cities of Medina and Wadsworth for the PY 2014 CHIP Grant.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, or welfare and for the additional reason that the application must be submitted no later than June 6, 2014. Therefore, the same shall be in full force from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading May 19, 2014

Rules Suspended:

AYES 6 NAYS 0

ADOPTED: May 19, 2014

AYES 6 NAYS 0

ATTEST: Barbara J. Ortiz, CMC
Clerk of Council
Barbara J. Ortiz, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: May 19, 2014
TO: Honorable Mayor and Members of City Council
FROM: Mary C. Conway, Community Development

LEGISLATION: Emergency legislation authorizing the City Manager/Safety Director to enter into a Partnership Agreement with the City of Medina and the City of Wadsworth in order to apply for a Program Year 2014 (PY 2014) Community Housing Impact and Preservation (CHIP) Program grant...

BACKGROUND: The Ohio Development Services Agency, Office of Community Development's filing guidelines for the PY 2014 CHIP program encourage communities to partner with other communities in their respective county by increasing the amount of funding available for each community in the partnership from \$350,000 to \$400,000.

PURPOSE AND EXPLANATION: The City of Brunswick intends to partner with the City of Medina and the City of Wadsworth in order to maximize the funds available to each community in the partnership. The City of Medina has been designated by the Partnership as Grantee to facilitate applying for, implementing, and administering the grant.

IMPLEMENTATION SCHEDULE: To fulfill the Program Guidelines of OCD, A Partnership Agreement must be executed by the participating jurisdictions and submitted with the application.

FINANCIAL INFORMATION:

AMOUNT: Click here to enter text.
ACCOUNT NUMBER(S): Click here to enter text.

RECOMMENDED ACTION: One Reading []
Two Readings []
Three Readings []
Emergency [X]
Suspension of Rules [X]

If emergency or suspension of the rules, why the request?
The Partnership Agreement must be executed and included with the grant

application which is due on June 6, 2014.

ADDITIONAL INFORMATION: The CHIP program provides funding for housing improvements for low and moderate income homeowners. A first public hearing was held on March 18th to discuss the programs and funding sources. The second public hearing was held on May 12th to announce the proposed projects as a result of public input and the Housing Advisory Committee.

Rev. 9-2-14
Exh. B

**AN AGREEMENT
BETWEEN
CITY OF MEDINA, OHIO
and
CT CONSULTANTS, INC.
FOR PROFESSIONAL SERVICES**

SECTION I - GENERAL

THIS AGREEMENT is made in Medina, Ohio by and between the City of Medina, 132 North Elmwood Ave., Medina, Ohio 44256 hereinafter called the "CITY" and CT Consultants, Inc., Engineers, Architects and Planners, located at 8150 Sterling Court, Mentor, Ohio 44060, hereinafter called the "CONSULTANT".

WITNESSETH:

WHEREAS, the CITY requested that the CONSULTANT provide a Statement of Qualifications for professional planning and engineering services for the Program Year 2014 CDBG Community Housing Impact and Preservation Program (CHIP); and

WHEREAS, the CONSULTANT submitted a Statement of Qualifications dated January 13, 2014 in response to the CITY's request; and

WHEREAS, the CITY has selected the CONSULTANT, based upon the CONSULTANT's qualifications, to provide the services outlined in Section II of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do mutually agree as follows:

SECTION II - SCOPE OF SERVICES

- A. When authorized by the CITY, the CONSULTANT shall perform the scope of services, which scope is duplicated as Exhibit "A" attached hereto.
- B. In addition to the services outlined in Subsection "A" above, the CONSULTANT shall provide for the performance of any other services related to the project, as authorized in writing.
- C. The Community may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon between the Community and the CONSULTANT, shall be incorporated in written amendment to this Contract.

SECTION III - PAYMENT FOR PROFESSIONAL SERVICES

- A. The CITY agrees to pay the CONSULTANT for services rendered according to the terms outlines in Exhibit "B" attached hereto.
- B. Fees for any services performed pursuant to Section II.B. shall be established at the time such services are authorized in writing and shall be payable as outlined in Section III.A.
- C. When and if the CITY authorizes the CONSULTANT to employ others to perform services or if the CONSULTANT advances review fees to any agency, the fee paid the CONSULTANT by the CITY for such services by others or the review fees advanced shall be the actual cost invoiced by others to the CONSULTANT times a factor of 1.1.

SECTION IV - SERVICES TO BE FURNISHED BY THE CITY

It is understood that:

- A. All available information shall be turned over to the CONSULTANT insofar as they are available or may be secured by the CITY, including all available information necessary for the Administration and Implementation of the CHIP.
- B. Review and approve, where required, all reports, procedures and other documents presented by the CONSULTANT, and furnish a written decision pertaining thereto, within a reasonable time period, in order for the Program to progress on schedule.
- C. Designate a person who will act as representative for the CITY in regard to the work to be performed under the Agreement, and provide oversight to the CONSULTANT.
- D. Perform all legal and accounting functions necessary for the continued implementation of the CHIP. The CITY will be exempt from providing legal services for any negligence or failure to perform by CT Consultants, Inc.
- E. Ensure that all Administration requirements pertaining to this Agreement are fulfilled.
- F. The cost of furnishing the services as indicated under A and B immediately above shall be borne by the CITY as a cost separate and apart from the fees paid to the CONSULTANT under the terms of this contract, except as may be otherwise noted.

SECTION V - TIME SCHEDULE

The services to be provided by the CONSULTANT are contingent upon the grant award. Should the grant be awarded to the City of Medina, the agreement will be effective September 1, 2014 which will include all eligible application costs. The CONSULTANT agrees to complete all work in connection with the administration and implementation as required by the Program Year 2014 program schedule, which calls for the CHIP to be closed out on December 31, 2016.

SECTION VI - DESIGNATED REPRESENTATIVES

The CONSULTANT shall assign Phyllis Dunlap to be in responsible charge of this project. Should the CONSULTANT deem it necessary to assign another individual to be in responsible charge of the project, the CONSULTANT shall notify the CITY in writing of the contemplated change and shall furnish the name of the individual to be in responsible charge of the project for the CONSULTANT. The CITY shall have the right to approve or disapprove of the individual to be placed in responsible charge of the project if such a change is necessary.

SECTION VII - TERMINATION

A. Termination of Contract for Cause

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the Community shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT 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 CONSULTANT under this Contract shall, at the option of the community, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the Community for damages sustained by the Community by virtue of any breach of the Contract by the CONSULTANT, and the Community may withhold any payment to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the Community from the CONSULTANT is determined.

B. Termination for Convenience

In the event the CITY or the CONSULTANT desires to terminate this Agreement, it will be effective ninety (90) days after notification by the party desiring to terminate. The CONSULTANT shall be permitted to complete all started projects and design work

in process; all other services shall cease at the end of the ninety (90) days. The CONSULTANT shall return to the CITY all maps, drawings and other CITY records.

SECTION VIII - PERSONNEL

- A. The CONSULTANT represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees in a position to participate in a decision making process or gain inside information with regard to such activities of or have any contractual relationship with the Community.
- B. All of the services required hereunder will be performed by the CONSULTANT 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 Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

SECTION IX – ASSIGNABILITY

The CITY and the CONSULTANT have bound themselves, their members, successors, executors, administrators and assigns to the other party of this Agreement and to the members, successors, executors, administrators, and assigns of the other party in respect to all covenants in this Agreement.

Neither the CITY nor the CONSULTANT shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other party thereto.

SECTION X - REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the Community may require, shall furnish the Community 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.

SECTION XI - RECORDS AND AUDITS

The CONSULTANT 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 Community 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 Community 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 Community.

SECTION XII - FINDINGS CONFIDENTIAL

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

SECTION XIII - 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 the CONSULTANT.

SECTION XIV - COMPLIANCE WITH LOCAL LAWS

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

SECTION XV - EQUAL EMPLOYMENT OPPORTUNITY

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

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. The CONSULTANT 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. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Community setting forth the provision of this non-discrimination clause.
- b. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT; 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. The CONSULTANT 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. The CONSULTANT 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. The CONSULTANT 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 Community'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 the CONSULTANT's non-compliance 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 the CONSULTANT 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. The CONSULTANT 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. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Community'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 the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Community's Department of Housing and Community Development, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

SECTION XVI - CIVIL RIGHTS ACT OF 1988, AS AMENDED

Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

SECTION XVII - 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.

SECTION XVIII - 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 an 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 24 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. The CONSULTANT 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. The CONSULTANT 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. The CONSULTANT 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 CONSULTANTS, 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 XIX - INTEREST OF MEMBER OF THE GOVERNING BODY

No member of the governing body of the Community and no other officer, employee, or agent of the Community, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

SECTION XX - INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

SECTION XXI - INTEREST OF CONTRACT AND EMPLOYEES

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

SECTION XXII - APPROVAL

The CITY and the CONSULTANT have bound themselves, their members, successors, executors, administrators and assigns to the other party of this Agreement and to the members, successors, executors, administrators and assigns of the other party in respect to all covenants in this Agreement.

Neither the CITY nor the CONSULTANT shall assign, sublet or transfer their interest in this Agreement without the written consent of the other party thereto.

SECTION XXIII - NOTICE

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

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

And in the case of the CONSULTANT, as follows:

CT CONSULTANTS, Inc.
Attn: Phyllis Dunlap
8150 Sterling Court
Mentor, Ohio 44060

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Agreement as of the date indicated.

ATTEST:

CITY OF MEDINA, OHIO

By: Dennis Hanwell
Dennis Hanwell, Mayor

ATTEST:

By: Kathy Patton

Date: May 28, 2014

WITNESSES:

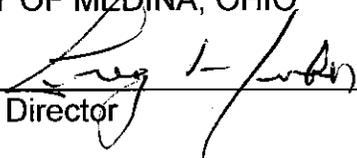
CT CONSULTANTS, INC.

By: Dave Wiles
Dave Wiles, President

Date: _____

The foregoing Contract is hereby approved as to form on this 28 day of _____, 2014.

CITY OF MEDINA, OHIO



Law Director

FINANCE DIRECTOR'S CERTIFICATE

The undersigned Finance Director of the City of Medina, Ohio does hereby certify that all amounts required to meet the attached agreement for payment of professional services provided for on said agreement have been lawfully appropriated and authorized for said purposes and are in the Treasury of said CITY, or in the process of collection to the credit of an appropriate fund, free from previous and outstanding obligations.

Date: _____

MEDINA, OHIO

Finance Director

EXHIBIT "A"

CONSULTANT SCOPE OF SERVICES

The CONSULTANT shall perform the necessary services under the Agreement in connection with the administration and technical program management of the PY 2014 Community Housing Impact and Preservation Program (CHIP) in accordance with the Housing and Community Development Act of 1977, as amended, the basis requirements of the Ohio Development Services Agency (ODSA), Office of Community Development. The work required of the CONSULTANT is as follows:

Administration and Implementation in accordance with the Partnership Agreement entered into by the Cities of Medina, Brunswick and Wadsworth:

- 1.1 Maintain environmental assessment file;
- 1.2 Prepare all necessary certifications and assist in grant execution and grant amendments;
- 1.3 The CONSULTANT will assemble all of the above data into prescribed format for transmittal to ODSA;
- 1.4 General administration and management of the PY 2014 Community Housing Impact and Preservation Program (CHIP) in accordance with the Partnership Agreement, conforming with appropriate HUD and ODSA regulations;
- 1.5 Prepare and maintain environmental review record file for the projects, contained in the PY 2014 Community Housing Impact and Preservation Program (CHIP);
- 1.6 Prepare notice of finding of no significant impact;
- 1.7 Prepare notice of intent to request release of funds;
- 1.8 Assist in monitoring EEO requirements;
- 1.9 Prepare request for release of funds and certification file;
- 1.10 Administer and implement the Private Owner Rehab Activity as per the grant application, by preparing bid documents, plans, specifications and inspection (17 homes estimated to be rehabbed);
- 1.11 Administer and implement the owner home repair activity (37 units estimated to be repaired);
- 1.12 Administer and implement the renter home repair activity (5 units estimated to be repaired);

- 1.13 Administer and implement the Homeownership Activity (2 units estimated to be purchased and rehabbed);
- 1.14 Assist with the Administration of the Tenant Based Rental Assistance Activity (14 households to be assisted);
- 1.14 Monitor program budget to ensure that activities to be performed are consistent with intent of the PY 2014 Community Housing Impact and Preservation Program (CHIP);
- 1.15 Prepare grantee performance reports;
- 1.16 Advise grantee, as requested, on the status of the program;
- 1.17 Assist in Citizen Participation requirements (meetings, public hearings, etc.);
- 1.18 Assist the CITY in Post-Grant Management for the period of two (2) years following expiration of the grant.

SCOPE OF SERVICES - LEAD BASED PAINT IN PRIVATE HOUSING REHABILITATION

Task 1 - Single-family Housing Lead-Based Paint Inspections and Risk Assessments

The CONSULTANT will assist the Client in identifying the presence and location of interior and exterior lead-based paint in single-family housing units. The CONSULTANT will provide a lead inspector/risk assessor licensed by the Ohio Department of Health (ODH) to conduct the lead-based paint inspections/assessments. The lead-based paint inspections/assessments will be conducted in accordance with HUD "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (Guidelines), and will consist of the following:

- A. Obtaining information from the Client on type and condition of the units to be inspected and assessed;
- B. Performing a visual assessment of each unit as well as assessing the condition of each paint type identified and selecting the painted surfaces to be tested based on use patterns and visual observations;
- C. Testing the painted surfaces utilizing a portable x-ray fluorescence (XRF) instrument. The number of testing combinations will be in accordance with HUD guidelines. In addition, the testing will include the collection of Calibration Check Readings. These Readings will be collected prior to, during and/or at the completion of the inspection of each single-family housing unit.
- D. If applicable, collecting and analyzing paint chip samples from components that cannot be tested by the XRF instrument, as well as components that exhibit an inconclusive result during XRF testing. The paint chip samples will be submitted to a laboratory accredited by the United States Environmental Protection Agency

(USEPA) through the EPA National Lead Laboratory Accreditation Program for analysis of lead content;

- E. Collecting soil samples from around the exterior of the single-family housing unit. Specific areas to be sampled may include; bare spots in play areas, near the building foundation (drip line), in gardens and/or yards. The soil samples will be submitted to a laboratory accredited by the USEPA through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.
- F. Collecting a representative number of dust samples from floors, interior windowsills and window troughs at each single-family housing unit in accordance with HUD protocol. Submitting the dust samples collected to a laboratory accredited by the USEPA through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.
- G. Upon completion of the lead-based paint inspection/risk assessment at each single-family housing unit and receipt of data for any analysis performed, preparing a letter report, which presents the findings of the lead-based paint inspection, and risk assessment. The report will present the location of all lead-based painted building components as well as outline specific lead hazard control options (i.e. interim control and/or abatement options) for the specific lead hazards identified at each unit. The CONSULTANT will present the most feasible and effective options for each specific situation. Copies of the inspection forms that contain the XRF readings, the Calibration Check Reading result forms and any laboratory reports will be included as attachments to the letter report. The Client will be provided with three (3) copies of this report.

Task 2 - Specification Development for Lead-Based Paint Abatement Activities at Single-family Housing Units

Prepare bid specifications for the abatement of lead-based painted building components at each Single-family Housing Unit. The specifications will outline the responsibilities of the Owner; the Owner's Representative and the Contractor.

Task 3 - Clearance Sampling Following Lead-Based paint Abatement Activities at Single-family Housing Units

The CONSULTANT will provide a lead risk assessor licensed by the ODH to perform clearance sampling at single-family housing units. The clearance sampling will be conducted in accordance with HUD guidelines and will consist of the follows:

- A. Conducting a visual examination of each unit to determine if all required work has been completed and all lead-based paint hazards have been controlled as well as determine if there is visible settled dust, paint chips or debris in the interior or around the exterior of each specific unit;
- B. Performing clearance dust sampling of floors, interior windowsills, window troughs and, if applicable, clearance soil sampling in accordance with HUD protocol;

- C. Submitting the dust and soil samples collected to a laboratory accredited by the USEPA through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.
- D. Comparing the laboratory analytical report to HUD clearance standards and preparing a single letter report, which presents the findings of the clearance sampling, conducted at each single-family housing unit. Each single-family housing unit, which meets the HUD clearance standard, will be issued a "Certificate" which documents that lead abatement activities were performed and that acceptable clearance levels were achieved subsequent to these activities. The client will be provided with three (3) copies of the letter report and three (3) copies of each "Certificate".

EXHIBIT "C"

ADDITIONAL SERVICES

The Scope of Services identified in Exhibit "A" calls for CT Consultants, Inc. to provide administration and implementation to City of Medina for the PY 2014 Community Housing Impact and Preservation Program. City of Medina wishes to provide additional rehabilitation and/or Homeownership through the use of Program Income. CT Consultants, Inc. will perform these additional duties as provided by Section IIB of this agreement. Services will be in accordance with the requirements of the Ohio Department of Development.

The fee for these additional services provided will be based upon the soft costs per unit as contained in the 2014 Application and will be billed upon completion of the individual project. The additional services fee shall be paid from the City's Program Income Account.

EXHIBIT "B"

COMPENSATION

The CITY will pay the CONSULTANT for the Scope of Services in Exhibit "A"; a not to exceed fee for the administration work performed by the CONSULTANT. The payments shall be made monthly, upon presentation of the CONSULTANT's statements for services performed. CONSULTANTS's statement shall include personnel, job title, hours worked, rate of pay and total dollars for each staff person and corresponding program activity service provided. The total shown for soft costs is an estimate at this time. Actual costs will be maintained. Rates of pay shall correspond to rate schedule submitted with RFQ. Payments for services shall be made within thirty (30) days upon receipt of such invoices by the CITY and in the normal course of business. The budget items for payment of services rendered shall be as follows:

| | |
|--|-----------|
| Implementation of Private Owner Rehabilitation, Owner Home Repair, Rental Home Repair, and Homeownership including lead based paint services and other soft costs (based on estimated average cost; eligible actual costs incurred will be eligible for payment) | \$153,800 |
| Administration of Program Activities and Coordination with City/State | \$121,500 |
| | <hr/> |
| TOTAL | \$275,300 |