

ORDINANCE NO. 31-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CT CONSULTANTS, INC. FOR THE ADMINISTRATION AND IMPLEMENTATION OF THE MEDINA DOWNTOWN REVITALIZATION GRANT, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Professional Services Agreement with CT Consultants Inc. for the administration and implementation of the Medina Downtown Revitalization Grant.
- SEC. 2:** That a copy of the Professional Services Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the funds to cover this project, in the amount of \$27,000.00 are available in Account No. 125-0404-52215.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance 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. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the program is already underway; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: March 9, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: March 10, 2015

SIGNED: Dennis Hanwell
Mayor

**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 Development Allocation and Set-aside Programs and other CDBG Programs including 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 Community Development Allocation – Downtown Revitalization Program Grant.
- 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 Community Development Allocation – Downtown Revitalization Program Grant. 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 Community Development Allocation – Downtown Revitalization Program Grant 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 and 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 3-10-15
Dennis Hanwell, Mayor

ATTEST:

By: Kathy Patton
Date: 3-10-15

WITNESSES:

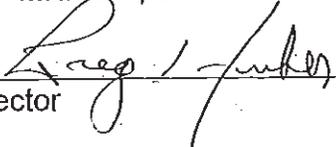
CT CONSULTANTS, INC.

By: _____
Dave Wiles, President

Date: _____

The foregoing Contract is hereby approved as to form on this 10 day of March, 2015.

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: 3/11/15

MEDINA, OHIO

Keith D. Johnson / RP
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 Development Allocation – Downtown Revitalization Program Grant 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 of the PY 2014 Community Development Allocation – Downtown Revitalization Program Grant:

- 1.1 Assist in the preparation of the environmental review record (ERR) and obtaining the appropriate "Release of Funds" forms for all the Downtown Revitalization Projects;
- 1.2 Coordination with the Ohio Historic Preservation Office and any other local State/Federal agencies as needed for project execution;
- 1.3 General administration and management of the PY 2014 Community Development Allocation – Downtown Revitalization Program conforming with appropriate HUD and ODSA regulations;
- 1.4 Overseeing the technical aspects of all grant funded construction, planning and materials/equipment projects (e.g., federal wage rates, the preparation of specifications, estimates, and bid documents for participating business owners; pre-construction conferences; overseeing required labor interviews and payroll verifications; contracts) in compliance with CDBG rules and regulations, as required by the grant (approximately 12 buildings to be improved);
- 1.5 Perform inspections of rehabilitation work for final acceptance, and recommendation of payments to business owners.
- 1.14 Monitor program budget to ensure that activities to be performed are consistent with intent of the PY 2014 Community Development Allocation – Downtown Revitalization Program Grant;
- 1.15 Assist the grantee in the preparation of 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.

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 Building Rehab (estimated 12 buildings) estimated average cost; eligible actual costs incurred will be eligible for payment)	\$ 24,000.00
Administration of Program Activities and Coordination with City/State	\$ 27,000.00
	<hr/>
TOTAL	\$ 51,000.00