

RESOLUTION NO. 59-16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF BRUNSWICK AND TO FILE AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR A PY16 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) GRANT, AND DECLARING AN EMERGENCY.

WHEREAS: The State of Ohio, Development Services Agency, Office of Community Development has established the PY16 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 and Brunswick are each eligible for an additional \$150,000 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 PY2016 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 and Brunswick; and

WHEREAS: It is estimated that the total amount of eligible funding for each City is \$400,000.00 making the total grant request \$800,000.00.

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 to file an application for grant assistance from the Ohio Development Services Agency for a PY2016 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 and Brunswick. The City of Medina acknowledges that it will be responsible for the entire CHIP grant award, if funded.

SEC. 2: The City of Medina proposes to utilize the requested funds, if awarded, to carry out the following housing activities:

1. Private Owner Rehabilitation approximately **\$453,500**. Approximately *(11)* housing structures in the Cities of Medina and Brunswick will receive housing rehabilitation assistance. Qualifying homeowners will be the owners of single-family, owner occupied structures that are in need of assistance to meet local code compliance and rehabilitation standards. Eligible properties must be located in the City of Medina or City of Brunswick. All loans will be made at a 0% interest,

partially forgivable with payback deferred until the owner transfers interest in the property. Funding Source – HOME Funds.

2. Home Repair Assistance approximately **\$239,500**. Approximately **(20)** housing structures in the Cities of Medina and Brunswick will receive home repair assistance. Qualifying homeowners will be the owners of single-family, owner occupied structures that are in need of assistance to address one or two major health and safety items. Rental units are not eligible for home repair assistance. All improvements will be made with a grant. Funding Source – CDBG Funds.
3. Tenant Based Rental Assistance approximately **\$11,000**. Approximately (7) families will receive Tenant Based Rental Assistance for first month's rent, security deposit and utility deposit in the City of Medina or City of Brunswick. The Assistance will be in the form of a grant. Funding Source – HOME funds.
4. Administration approximately **\$91,000**. Administration is requested to reimburse the Community for staff time dedicated to CHIP projects. The funds could also be used to retain program consultants for the grant period. Funding Source – CDBG and HOME Funds
5. Fair Housing approximately **\$5,000**. Funding Source – CDBG Funds.

SEC. 3: 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. 4: That a copy of the Partnership Agreement with the City of Brunswick is marked Exhibit A, attached hereto, and incorporated herein.

SEC. 5: That a copy of the Agreement with CT Consultants, Inc. is marked Exhibit B, attached hereto, and incorporated herein.

SEC. 6: 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. 7: 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: April 25, 2016

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 26, 2016

SIGNED: Dennis Hanwell
Mayor

PY 2016 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) PARTNERSHIP AGREEMENT

This Partnership Agreement is entered into this 25th day of April, 2016, by and between the City of Medina and City of Brunswick (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") 2016 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 \$150,000.00 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 \$800,000.00; 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 2016 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 2016 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 2016 CHIP Partnership Application, including the Housing Needs Assessment, 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.

On December 31, 2015 the Ohio Development Services Agency Office of Community Development issued Policy Number 15-03 which in part requires a separate written agreement for all HOME funded activities. Each HOME written agreement must be signed by the person receiving assistance and the grantee.

In compliance with OCD Program Policy Notice OCD 15-03, the partners agree that the Mayor for the City of Medina, the grantee, is authorized to sign HOME Written Agreements with applicants within their jurisdiction.

The Partners agree that the City of Medina (grantee) will maintain all required records and documents relating to the grant.

5) The Partners hereby agree that the City of Medina will enter into an agreement with a consultant to assist in the administration and implementation of the grant on behalf of the partnership in accordance with the Partnership Agreement. Copies of consultant invoices and Status Reports will be provided to each partner.

6) The City of Brunswick as a partner hereby agrees to the following responsibilities with respect to the activity funds targeted and completed within its jurisdiction:

1. Marketing of the CHIP Activities;
2. Tracking and reporting of housing program income to the Office of Community Development, Development Services Agency;
3. Submission of Grant required final payment documentation, which may include, where available, check stubs, contracts, vouchers, invoices and/or cancelled checks for reimbursement, if applicable, to the City of Medina; and

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 jurisdiction will be determined by the eligible applications received.

8) The City of Medina will provide the original mortgages to the respective partner at the conclusion of the grant.

9) The City of Brunswick agrees 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.
- 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.
- TBRA applications will comply with the local housing authority selection process.

10) The City of Brunswick agrees 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.

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 30 days prior to each milestone identified on the CHIP Program Activity Milestone Chart, in an agreed upon venue (conference call or on site) to review the progress of the PY 2016 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

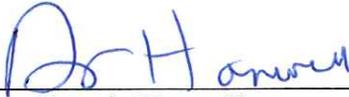
members that is anticipated to be received during the coming 12-month period. The Partners will use the Section 8 Annual Income method as defined in 24 CFR 5.609 as the basis for determining annual gross income for applicant qualification for all program activities.

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, 2016 up to and including December 31, 2018.

[SIGNATURE PAGE TO FOLLOW]

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

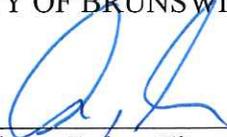
CITY OF MEDINA



Mayor Dennis Hanwell

Date: April 26, 2016

CITY OF BRUNSWICK

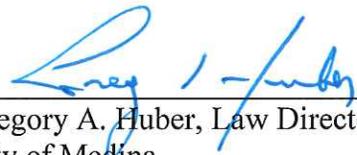


Anthony Bales, City
Manager/Manager/Safety Director

Date: 5-4-16

Approved as to form:

Kenneth J. Fisher, Law Director
City of Brunswick



Gregory A. Huber, Law Director
City of Medina

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

CITY OF MEDINA

CITY OF BRUNSWICK

Mayor Dennis Hanwell



Anthony Bales,
City Manager

Date: _____

Date: 5-4-16 _____

Approved as to form:



Kenneth J. Fisher, Law Director
City of Brunswick

Gregory A. Huber, Law Director
City of Medina

EXHIBIT "A"

**CITY OF MEDINA
PY 2016 CHIP
BUDGET**

MEDINA

Activity	Hard Costs	Soft Costs*	Total	Admin.	Units
Private Rehab	\$188,000	\$33,000	221,000	\$21,100	5
Home Repair	\$ 100,000	\$20,000	\$120,000	\$11,400	10
TBRA	\$10,000	\$1000	\$11,000	\$ 1,000	7
TOTALS	\$298,000	\$54,000	\$352,000	\$33,500	22

*Soft costs including lead costs.

BRUNSWICK

Activity	Hard Costs	Soft Costs*	Total	Admin.	Units
Private Rehab	\$197,900	34,600	\$232,500	19,000	6
Home Repair	\$100,400	19,100	\$119,500	11,500	10
TOTALS	\$298,300	\$53,700	\$352,000	33,500	16

*Soft costs including lead costs.

Res. 59-16
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 contingent upon an executed grant agreement 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 2016 CDBG Community Housing Impact and Preservation Program (CHIP); and

WHEREAS, the CONSULTANT submitted a Statement of Qualifications dated February 18, 2016 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 outlined 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, 2016 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 2016 program schedule, which calls for the CHIP to be closed out on December 31, 2018.

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:

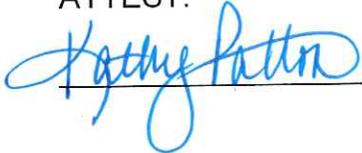
Dennis Hanwell, Mayor
City of Medina
132 North Elmwood Ave.
Medina, Ohio 44256

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.

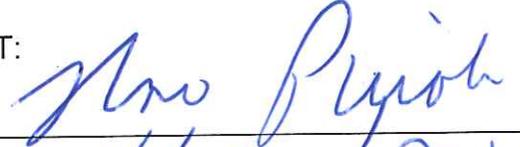
ATTEST:



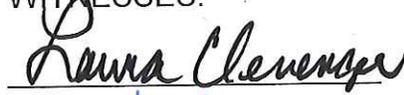
CITY OF MEDINA, OHIO

By: 
Dennis Hanwell, Mayor

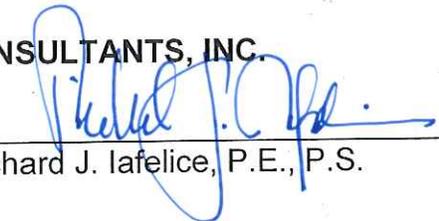
ATTEST:

By: 
Date: 4/27/2016

WITNESSES:

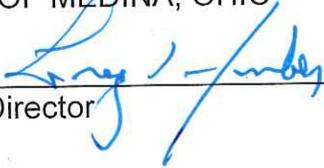

Date: 8/25/2016

CT CONSULTANTS, INC.

By: 
Richard J. Lafelice, P.E., P.S.

The foregoing Contract is hereby approved as to form on this 27 day of April, 2016.

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: 4/27/16

MEDINA, OHIO

Keith A. Johnson
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 2016 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 2016 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 2016 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 (11 homes estimated to be rehabbed);
- 1.11 Administer and implement the owner home repair activity (20 units estimated to be repaired);
- 1.12 Assist with the Administration of the Tenant Based Rental Assistance Activity (7 households to be assisted);

- 1.14 Monitor program budget to ensure that activities to be performed are consistent with intent of the PY 2016 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 "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. CONSULTANT'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. Total soft costs will be based on the actual units completed, billed on a per unit cost. 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:

Administration of Program Activities and Coordination with City/State	\$81,000
---	----------

Implementation of Private Owner Rehabilitation and Owner Home Repair including lead based paint services and other soft costs on a per project cost as follows:

Private Owner Rehab \$6,000 per unit

Billed as follows:

Phase 1 – Contract signing \$3,000

Phase 2 – Final Inspection \$3,000

\$6,000 per unit

<u>Estimated</u> units Rehabbed 11 X \$6,000	\$66,000
--	----------

Home Repair \$1,950 per unit

Billed as follows:

Phase 1 – Contract signing \$975

Phase 2 – Final Inspection \$975

\$1,950 per unit

<u>Estimated</u> units Repaired 20 X \$1,950 per unit	\$39,000
---	----------

TOTAL	\$190,000
-------	-----------

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 2016 Community Housing Impact and Preservation Program. City of Medina wishes to provide additional rehabilitation or Home Repair 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 Development Services Agency.

The fee for these additional services provided will be based upon the soft costs per unit as contained in the 2016 Application and will be billed as provide in Exhibit "B. The additional services fee shall be paid from the City's Program Income Account.



September 8, 2016

RECEIVED
SEP 12 2016
BY: *sd*

Ms. Sandy Davis
Community Development
City of Medina
132 North Elmwood Ave.
Medina, Ohio 44256

Re: City of Medina FY 2016 CHIP Program

Dear Ms. Davis:

Enclosed please find one fully executed original Contract between the City of Medina and CT Consultants, Inc. for services associated with the Administration and Implementation of the City's FY 2016 CHIP Program. If you should have any questions or concerns, please do not hesitate to call me.

Respectfully,

CT CONSULTANTS, INC.

Phyllis A. Dunlap
Program Administrator