

RESOLUTION NO. 82-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF BRUNSWICK, TO FILE AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR A PY20 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 PY20 Community Housing Impact and Preservation Program (CHIP) Guidelines; 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 PY2020 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 \$350,000.00 making the total grant request \$700,000.00.

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 PY2020 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:

See attached PY 2020 CHIP Partnership Structure Narrative, Marked Exhibit A, attached hereto and incorporated herein.

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 Ohio Regional Development Corporation 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 B, attached hereto, and incorporated herein.
- SEC. 5:** That a copy of the Agreement with Ohio Regional Development Corporation is marked Exhibit C, attached hereto, and incorporated herein.
- SEC. 6:** That this Resolution is subject to the Law Director's final approval.
- SEC. 7:** 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. 8:** 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 27, 2020

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 28, 2020

SIGNED: Dennis Hanwell
Mayor

Grantee: City of Medina Partner(s): City of Brunswick

Administrative Consultant: Ohio Regional Development Corporation

The City of Medina and the City of Brunswick are partnering together for the Program Year 2020 Community Housing Impact and Preservation (CHIP) Program to improve and protect the supply of sound, serviceable, and affordable owner and renter occupied housing stock in The Cities of Medina and Brunswick. The service area will be The City of Medina and the City of Brunswick. Ohio Regional Development Corporation (ORDC) will be the administrative consultant for all partners. ORDC's Housing Specialist will administer the daily grant duties while the President and Grants Director will provide the oversight.

Grant Fund Distribution:

The City of Medina is applying for a **grand total of \$700,000** with the following breakdown of activities:

Rehabilitation Assistance- Owner Rehabilitation	\$ 390,000, 8 units
Repair Assistance- Owner Home Repair	\$ 210,000, 12 units
Tenant-Based Rental Assistance	\$ 16,000, 4 units
Administration	\$ 81,000
Fair Housing	\$ 3,000

Funds are being applied for and budgeted in this partnership using the State of Ohio, Development Services Agency methodology. This grant budget is \$350,000 for the City of Medina (Grantee Partnering City within County with population above 15,000), and \$350,000 for the City of Brunswick (Partnering City within County with population above 15,000), for a grant total of \$700,000. The budget breakdown is as follows:

Please Note: In no instance will the State of Ohio's Maximum amount of assistance be exceeded for any activity. As the Grant nears completion, it is probable there will be available funds remaining in each Partner's Budget, for Rehab and Repair Assistance, at that time, those remaining funds will be compiled and committed to the next available, eligible project in the Partnership.

City of Medina: \$350,000

Rehabilitation Assistance- Owner Rehabilitation	\$195,000, 4 units
Repair Assistance- Owner Home Repair	\$105,000, 6 units
Tenant Based Rental Assistance	\$ 8,000, 2 units
Administration	\$ 40,500
Fair Housing	\$ 1,500

City of Brunswick: \$350,000

Rehabilitation Assistance- Owner Rehabilitation	\$ 195,000, 4 units
Repair Assistance- Owner Home Repair	\$ 105,000, 6 units
Tenant Based Rental Assistance	\$ 8,000, 2 units
Administration	\$ 40,500
Fair Housing	\$ 1,500

Re-Structure of Funds: The City of Medina/City of Brunswick Partnership is focused and committed to meeting the State's new Milestone deadlines. Therefore, the proceeding budget details the plan of implementation. However, if funds must be "moved" between Partners to assure the Medina/Brunswick Partnership CHIP Grant meets those deadlines, those changes will be made. Regular progress assessments will be made of each of the partner's funds with State's mandatory Milestones. If necessary, "re-organization" of uncommitted funds will

PY 2020 CHIP PARTNERSHIP STRUCTURE NARRATIVE

take place to meet mandatory milestones. Uncommitted funds will be committed by whichever partner can utilize them immediately to complete the work by the PY 2020 grant milestones and deadlines. The ultimate goal of the Partnership is to assist residents of Medina and Brunswick with making their homes decent, safe, serviceable and affordable while assuring all regulations and milestones are met.

Progress Assessment: To assure all partners meet their projected outcomes and budgeted grant funds, reports will be completed and provided to all the partners by the administrator on a monthly basis. This will promote regular oversight by all parties, as well as present the status of funds and the progress of each partner. The method will ensure projected outcomes will be achieved and budgeted funds will be expended.

Checks and Balances: Monthly progress reports will be used for Checks and Balances. By providing monthly progress reports, it will allow all Partners to be aware of the progress, commitments and any re-organization of funds, if necessary. Nonetheless, the partnership is not concerned about partners meeting their budgets and goals. The City of Medina has completed many CHIP grants within State deadlines in the past, as has the City of Brunswick. The Cities of Medina and Brunswick partnered for the PY 2018 CHIP grant and are excited to partner again. This Partnership will be a team effort to assure a successful completion of the PY-20 CHIP grant and to serve the citizens of the Cities of Medina and Brunswick.

Exh. B
Res. 82-20

PY 2020 COMMUNITY HOUSING IMPACT AND PRESERVATION
PROGRAM (CHIP)
PARTNERSHIP AGREEMENT

This Partnership Agreement is entered into this 14th day of April, 2020, by and
Between the City of Medina and the 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") 2020 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 \$100,000 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 \$700,000; 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 2020
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 2020 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 2020 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.

1. 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 application, administration and implementation of the grant on behalf of the partnership in accordance with the Partnership Agreement. Copies of the 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 targets 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 'W' 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 execution 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 about 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 2020 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 14, 2020 and including December 31 2022.

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

CITY OF MEDINA

Mayor Dennis Hanwell

CITY OF BRUNSWICK
 4/14/2020
Brunswick City Manager Carl DeForest

04-28-2020

PY 2020 CHIP PARTNERSHIP STRUCTURE NARRATIVE

Grantee: City of Medina Partner(s): City of Brunswick

Administrative Consultant: Ohio Regional Development Corporation

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PY 2020 CHIP PARTNERSHIP STRUCTURE NARRATIVE

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CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 23-2020

BY: ~~Committee-of-the-Whole~~

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO PARTNERSHIP AGREEMENT WITH THE CITY OF MEDINA FOR APPLICATION FOR THE PY 2020 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM GRANT.

WHEREAS: The Ohio Development Services Agency, Office of Community Development's filing guidelines for the Program Year ("PY") 2020 Community Housing Impact & Preservation Program ("CHIP") Grant encourages the partnership of communities by increasing the available funding for each partnering community by \$100,000.00;

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 City of Medina 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 is hereby authorized, upon approval of the Law Director, to enter into a Partnership Agreement with the City of Medina for the PY 2020 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 PY 2020 CHIP Grant Application must be submitted by May 20, 2020. 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 April 13, 2020

Rules Suspended: AYES 7 NAYS 0

ADOPTED: April 13, 2020 AYES 7 NAYS 0

ATTEST: 
Clerk of Council
Fijabi Julien-Gallam, CMC

MAYOR
RON FALCONI

CITY OF BRUNSWICK

COUNCIL
MICHAEL J. ABELLA, JR.
ANTHONY P. CAPRETTA
JOSEPH P. DELSANTER
NICHOLAS HANEK
PATRICIA HANEK
BRIAN K. OUSLEY
FRANK A. RASO

CITY MANAGER / SAFETY DIRECTOR
CARL S. DEFOREST

April 2, 2020

Matthew LaMantia, Deputy Chief
Development Services Agency
Office of Community Development
77 South High Street
P.O. Box 1001
Columbus, Ohio 43216


RE: PY 2020 Community Housing Impact and Preservation Program

Dear Mr. LaMantia:

The City of Brunswick has committed \$12,500.00 of the City's Housing Program Income Funds towards the City of Medina's PY 2020 Community Housing Impact and Preservation Program. The funding committed will be used in combination with HOME Funds for one (1) Private Owner Rehabilitation Activity to be completed during the grant period of September 1, 2020 to December 31, 2022.

If you have any questions or concerns, please contact me at (330) 558-6826.

Sincerely,



Carl DeForest,
City Manager

c: Grant Aungst, Community & Economic Dev. Director
Ken Fisher, Law Director
Todd Fischer, Finance Director



4095 CENTER ROAD - BRUNSWICK, OHIO 44212

CITY HALL PHONE (330) 225-9144 - FAX (330) 273-8023 - POLICE & FIRE PHONE (330) 225-9111 - FAX (330) 225-6002 <http://www.brunswick.oh.us>

EKH: C
Res. 82-20

ORD 69-30
EKH: A

**Contract for Administrative Services for
PY2020 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
Between CITY OF MEDINA and Ohio Regional Development Corporation**

THIS AGREEMENT, made and entered into by and between the City of Medina (hereinafter called the "Grantee") and the Ohio Regional Development Corporation (hereinafter called "the Consultant"), a non-profit corporation engaged in community and economic development, planning and housing, and located in the City of Coshocton, Ohio.

WHEREAS, the Grantee, is applying for PY 2020 Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Development Services Agency; Office of Community Development (OCD) for the purpose of addressing local housing needs;

WHEREAS, Grantee and Consultant understand this agreement is contingent on PY 2020 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD);

WHEREAS, OCD Policy 15-02, 2 CFR 200.320, authorizes the Grantee to hire an administrative consultant, and those services are detailed in this contract for administrative services;

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

I. SCOPE OF WORK TO BE COMPLETED BY THE CONSULTANT:

The expected product of Community Housing Impact and Preservation Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program) and the Department's HOME Program, as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

These requirements include but are not limited to the ability to:

- A. Grant Application Preparation & Release:**
- Prepare the Community Housing Impact and Preservation (CHIP) Program application, including all required forms, resolutions, public hearings, budgets, administration/implementation summaries, and all other requirements for meeting OCD guidelines and deadlines.
 - Schedule, conduct and oversee Housing Advisory Committee (HAC) meetings and/or necessary planning process in accordance with OCD guidelines.
 - Prepare a complete CHIP application for City of Medina to be submitted to the ODOD/OCD by May 20, 2020. In addition, have the application submitted to the City of Medina prior to the deadline for review and approval.
 - Complete the Environmental Review Tier-1 record for the complete project according to ODOD/OCD guidelines, as well as, necessary forms for the Release of Funds to OCD.
 - Prepare any necessary Policy Manual Update.

- Once funding has been awarded, schedule, publicize, and conduct public meetings to announce the availability of funds through the program.

B. Client Application Intake, including Fair Housing:

- Develop an application process to solicit potential participants
- Assess their qualifications, their need, and their suitability to participate in the program.
- Assure compliance with all grant regulations.
- Establish a system to certify contractors to work in the Program.
- Conduct housing counseling sessions with participants.
- Conduct Fair Housing training sessions with participants.

C. Recordkeeping and Closeout:

- The Consultant shall Establish, provide and maintain a record-keeping system acceptable to the Ohio Development Service Agency, Community Services Division, Office of Community Development.
- Maintain all records for four years following the completion of the grant.
- The Consultant shall administer the Grantee's Housing Revolving Loan Fund in accordance with all Housing Revolving Loan fund regulations.
- Shall Provide, as needed, a written report detailing the status of the Grantee's projects.
- Complete all reports required by OCD.
- The Consultant shall assist with all Monitoring visits and work to provide required data for those visits.
- Handle subordination requests, and make a recommendation to the Grantee
- Following Close out of the Grant, the Consultant will assist in doing follow-ups that relate to audits, monitoring visits and client questions.

D. Rehabilitation Inspection Services:

- Establish and maintain a program oversight effort to inspect the homes to be rehabbed before work is begun, during construction, and after construction is complete, but before payments have been approved.
- Perform preliminary feasibility inspections of selected dwellings to establish rehabilitation viability.
- Schedule inspections for lead paint, plumbing, and furnaces as needed.
- Undertake a "walk-through" of the projects with selected contractors.
- Provide the City's Housing staff and officials with written specifications and cost estimates for projects
- Conduct contractor tours of proposed projects.
- Review contractor bids and submit the "lowest and best" bid recommendation on each.
- Conduct interim inspections to assure work is being properly undertaken and assist with any necessary day-to-day administration of the project, including all Lead Hazard Reduction activities, as well as assure progress payments are justified for all projects.
- Inform the City of any contractor in non-compliance with contract specification, and/or lack of good workmanship including the need to remove a contractor from project(s) if necessary, understanding that the City retains sole authority to suspend a contractor.
- Undertake clearance testing for Lead Hazard final inspection and authorize final payments on all projects
- Approve all contractor requests for payment and approve change orders
- Provide the City with copies of documentation generated by the Housing Rehabilitation Specialist in the completion of his contractual obligations.
- Be available for telephone consultation at appropriate and convenient times.

- Specialist will hold a license for Lead Risk Assessment.
- Meet as needed with homeowners, contractors and City staff to provide documentation/information for dispute resolution, if needed.
- Provide City staff with technical updates, documents, and materials relative to Rehabilitation standards.
- Provide before and after photos of the project
- Obtain contractor Liability and Workers Comp. Certificates as required.

E. FAIR HOUSING PROGRAM

The expected product of the City's Fair Housing Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program), as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

The requirements include, but are not limited to, the ability to:

- Schedule, publicize and conduct public meetings in communities benefiting from Community Housing Impact and Preservation Program funds per the requirements of HUD.
- Act as the City's representative on all matters related to fair housing efforts as directed by the City; Sandy Davis shall serve as the City's Fair Housing Coordinator who will receive complaints and forward them to ORDC who will coordinate efforts with the appropriate regional office of the Ohio Civil Rights Commission.
- Provide printed fair housing information to all CHIP Program participants/applicants as well as the required number of outside agencies/organizations for outreach.
- Provide reports, as needed, to designated individuals or offices, detailing Fair Housing activities undertaken in and for the City.
- Coordinate, conduct and prepare documentation of required training sessions.

F. Public Liability Insurance

The Consultant shall carry Public Liability Insurance in the amount of \$1,000,000 (1M), including protection for bodily injury and property damage, with a combined single limit of \$500,000. The Consultant shall also maintain Automobile Liability Insurance providing limits of \$500,000 per occurrence, and, the Consultant shall provide Worker's Compensation Insurance. The Worker's Compensation Insurance shall provide coverage under the Compensation Act of Ohio and shall provide employer's liability insurance in the amount of \$100,000. At the request of the Grantee, the Consultant will supply Certificates of Insurance detailing the above coverages prior to the commencement of any work. The certificate(s) will be issued by a carrier(s) authorized to do business in the State of Ohio.

II. ACTIONS BY THE GRANTEE

The Grantee shall provide the Consultant with timely policy decisions as they are necessary to move forward with grant projects. The Consultant shall not be held responsible for delays resulting from the failure of the Grantee to provide timely and appropriate policy direction or decisions.

The Grantee grants the exclusive right to the Consultant to act as its agent in applying for, administering and implementing the PY2020 CHIP grant, as well as Revolving Loan Funds (RLFs) used in the CHIP Program. This exclusive right does not include any other grants that the City or other local agencies are currently applying for, or may apply for, in relation to their current programs.

III. TIME OF PERFORMANCE

The services of the Consultant will begin with the preparation of the grant application, and will terminate following the preparation of the final performance report. Post grant management will continue for two years following the completion of the grant.

Application Submission Deadline: May 20, 2020 by 11:59pm

Grant Award: September 1, 2020

Grant Work Completion Date: October 31, 2022

Final Draw Submission Date: November 30, 2022

All Funds expended: December 31, 2022.

The Consultant shall comply with OCD's new milestones timeline for commitment, expenditure and completion of funds.

IV. COMPENSATION

Administration and project soft costs shall be computed on the basis of the payment of fees schedule. Billing for the administration will be done every quarter. Soft costs will be paid on a per project basis upon the project completion. These rates include cost of operation such as employee benefits, office costs, etc.

ADMINISTRATION: 12% of the grant charged per line item

The City of Medina partnering with the City of Brunswick is eligible to apply for \$700,000 for PY 2020 funding, therefore allowable administration would be 12% of the grant, charged per line item equaling \$84,000. Ohio Regional Development Corporation's charge for administration would be \$74,000 of the available administration dollars at the rate of \$95 per hour. This would allow the City of Medina \$10,000.00 for administrative costs including office expenses.

CITY OF MEDINA **\$10,000**

- **Program Administration:** The Administration dollars of \$5,000.00 would be used to cover costs associated with the implementation of the grant. (Example would be the cost of preparing purchase orders, creating, maintaining and reviewing files and reports and providing for office expenses.)

OHIO REGIONAL DEVELOPMENT CORPORATION **\$74,000**

- **Grant Application:** The charge for application preparation is \$10,000. This figure is included in the overall administration portion of the grant. This will cover the costs associated with the entire grant application process.
- **Environmental Review/Release of Funds:** The charge to assure compliance with the Environmental Review process and prepare the Release of Funds is \$10,000.
- **Project Walk-Away Costs:** If ORDC is handing the full administration of the CHIP grant, project walk-away costs, if any, would be reimbursed to the grant from ORDC's administration.
- **Project Administration:** The administration dollars of \$51,000 would be used for the general administration of grant line items. As well as post grant management, monitoring, reporting and more.
- **Fair Housing:** The charge for Fair Housing for the CHIP grant would be \$3,000. This cost covers compliance for the entire grant period.

These above amounts are computed on the basis of the following schedule of hourly rates for employees engaged in the work:

Director	\$115.00
Staff members	\$100.00

However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative dollars.

The CHIP Program Budget requires the applicant to identify and budget administrative costs. For more information, please see the HOME and CDBG requirements outlined in 24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09. Costs that are necessary to manage the program, but which cannot be reasonably tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filling out the budget:

- Total Administrative Costs cannot exceed 12 percent of the dollar amount of the total CHIP Program request.
- HOME Administration cannot exceed 10 percent of HOME funds.
- Administration is an eligible budget category for all housing activities.
- Charges to walk away units or when a national objective is not met, must be charged to administration.

Eligible administrative costs are costs associated with the overall CHIP Program grant. These costs may include:

- Training
- Legal fees
- Environmental review
- Citizen participation
- Bookkeeping
- Office rent
- Supplies
- Equipment and maintenance
- Other eligible administrative costs include:
 - Creating and managing general program files/databases,
 - developing program policies, procedures and forms,
 - preparing program reports and written notices to occupants,
 - supervising staff with administrative duties,
 - managing agreements or third-party contracts to administer the CHIP Program,
 - counseling/referring program participants,
 - marketing programs,
 - monitoring and evaluating program performance,
 - mileage,
 - postage and
 - copies

SOFT COSTS (FKA IMPLEMENTATION)

Ohio Regional Development Corporation would charge 100% of the applicable soft cost for each project for which ORDC provided application intake/file management and rehabilitation inspector services (50% of the soft costs respective for each service).

Rehabilitation Project (Owner & Rental) = 16% of Project Cost
Home Repair Project (Owner & Rental) = 22% of Project Cost
Homeownership = 18% of Project Cost
New Construction = \$2,000 per unit

Example:

Private Owner Rehabilitation- Project Cost = \$30,000
16% of project cost = \$4,800

The 16% Soft Costs will cover the following duties:

- Creating and managing specific case files/databases of projects under contract.
- Preparing, filing, recording legal/financial documents for specific eligible cases.
- Inspecting and testing dwellings (including all of the inspections and tests in the RRS, LBP inspections, Risk Assessments and Clearance Testing).
- Preparing specifications/work write-ups.
- Managing the contractor procurement process.
- Monitoring and managing the construction process and the private contractors.
- Responding to client's complaints.
- Costs associated with credit reports and title searches.
- Counseling of the specific clients assisted through a CHIP primary activity.
- Relocation of households during the construction process.
- OHPO Clearance

Soft costs will be warranted by the rate of \$95 per hour, not to exceed the above stated percentages. The Consultant has found that with many projects in the past, more hours are put into a project than what is compensated for the project. However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative/implementation dollars.

PROJECT HARD COSTS

Ohio Regional Development Corporation provides the following tests for each project as part of our services. The below charges will be fees charged to the project.

1. Final Lead wipe and visual clearance for all DPA, Rental Rehab, and Owner Rehab projects 1978 and older. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
2. Final Lead wipe and visual clearance for all Home Repair projects \$5000.00 or greater and built in 1978 or prior and has any paint disturbed as a result of the programs work. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
3. Pre and Post Combustion Appliance testing for all DPA, Rental, and Owner Rehab projects that have any combustion appliances. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with a Combustion analyzer.
 - Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector
 - Air Conditioning Refrigerant Leak testing if applicable.
4. Pre and Post Combustion Appliance testing for all Home Repair and Emergency Repair projects where combustion appliances are replaced or appear to have safety issues. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with a Combustion analyzer.
 - Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector

- Air Conditioning Refrigerant Leak testing if applicable

Post Grant Management:

Following the close out of the grant, Ohio Regional Development will assist in doing follow ups that relate to audits, monitoring visits, and client questions. This will be done for a period of 2 years. This 2 year follow up is covered in the administration fee and this includes mortgage subordinations. Note, clients have a warranty period of one year on their work.

Monitoring and record keeping:

ORDC will assist with all monitoring visits and work to provide required data for those monitoring. ORDC will provide all record keeping of the files, and prepare vouchers for the City to pay the contractors through the City Auditor's office. ORDC staff will work with the City to use proper procedures and forms to accomplish the proper procedures and timelines.

V. GOVERNMENTAL REGULATIONS

The Consultant shall be bound by the various Federal and State regulations as they relate to the scope of services tendered herein. A compilation of said laws/ regulations is as follows.

VI. TERMINATION OF CONTRACT

Either party may terminate this agreement at any time. If it is terminated prior to conclusion of the CHIP program, the Consultant shall be paid all costs for work completed and paid on a pro-rata basis for all uncompleted work.

VII. INVALIDITY OF PART OF CONTRACT

In the event any portion of this contract is deemed to be voided by a controlling court of law, such partial invalidity shall not affect the other portions hereof.

VIII. SEGREGATED FACILITIES

The Consultant (contractor) will not maintain any facility which is provided for their employees in a segregated manner, or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

IX. CONFLICT OF INTEREST

The Consultant will abide by the provision that no member, officer or employee of the grantee or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

X. COPELAND "ANTI-KICK BACK ACT"

The Consultant agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Relations (29 CFR, Part 3). The Consultant shall not induce, by any means, any

person employed in the construction, completion or in any repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XI. INTEREST OF CERTAIN FEDERAL OFFICIALS

The Consultant agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The Consultant certifies that the Consultant will not request or receive any remuneration under this contract, or any bonus or commission, for the purpose of obtaining or soliciting: (1) HUD approval of applications for additional assistance; or (2) Any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation. Reasonable fees for bona fide technical, consultant, managerial services or services of a similar nature are permitted and eligible as program costs.

XIII. "SECTION 3" CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

During the performance of this contract, the Consultant agrees as follows:

1. 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 & Urban Development, and is subject to the requirements of Section 3 of the Housing & Urban Act of 1968, as amended, 12 U.S.C. 170. 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 of work in with the project be awarded to business concerns, which are located in substantial part by persons residing in the area of the project.
2. 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 & Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department of Labor 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.
3. 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 workers representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Consultant will include this Section 3 in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of any regulation 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 requirements of these regulations.

5. Compliance with provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

XIV. CIVIL RIGHTS ACT OF 1964

Under Title I of the Civil Rights Act of 1964, no person shall, on the grounds of race, color 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.

XV. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin, 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.

XVI. "SECTION 504" AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The Consultant (contractor) will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

The Consultant (contractor) agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Consultant (contractor) agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the Consultant's (contractor's) non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

The Consultant (contractor) agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Consultant (contractor) will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Consultant is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The Consultant (contractor) will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more, unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XVII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audits, examinations, excerpts and/or transcripts.

XVIII. ADMINISTRATIVE OVERSIGHT

Sandy Davis, CDBG Grants Administrator, will be the local government representative for providing oversight to the Ohio Regional Development Corporation. There will be detailed reports provided, as needed, from the program administrator describing the status of each program and its funds. There will be a constant flow of communication between the two agencies to insure that the grant is being implemented properly, and in a timely manner.

AUTHORITY FOR THIS AGREEMENT

THIS AGREEMENT is authorized by appropriate action of the City Council of Medina, OH as approved on April 14, 2020.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date following each signature.

ATTEST:

FOR: City of Medina



Dennis Hanwell April 14, 2020
Mayor Dennis Hanwell Date

FOR: Ohio Regional Development Corporation

Dale W. Hartle, President

Date