

RESOLUTION NO.: 2017-R66
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: OCTOBER 24, 2017

INTERGOV. & UTIL.

ASSIGNED TO: _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF GREEN AND SUMMIT COUNTY, OHIO, THROUGH THE COUNTY EXECUTIVE'S DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, FOR THE ADMINISTRATION AND OPERATION OF THE CITY OF GREEN'S EMERGENCY AND MINOR HOME REPAIR PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, since 2006, the City of Green has contracted with Rebuilding Together Summit County to assist with its emergency and minor home repair program for low income families; and

WHEREAS, with this partnership, the program has successfully helped residents over the last eleven (11) years; and

WHEREAS, the City now wishes to also partner with Summit County, Ohio, through the County Executive's Department of Community and Economic Development, to further assist the City with its emergency and minor home repair program; and

WHEREAS, the City wishes to enter into this partnership, effective January 1, 2018, for said purposes which will allow the City to leverage Summit County CDBG and other available funds to assist in the repairs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:

SECTION ONE:

City Council approves an Agreement between the City of Green and Summit County, Ohio, through the County Executive's Department of Community and Economic Development, for the administration and operation of the City of Green's emergency and minor home repair program. A copy of the Agreement is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION TWO:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION THREE:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green and so that program may continue uninterrupted. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

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ADOPTED: November 28 2017
Molly Kapeluck
Molly Kapeluck, Clerk

Chris Humphrey
Chris Humphrey, Council President

APPROVED: 11.28, 2017
Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

COPIED
MAY FIN LAW PLAN ENG
SVCE FIRE PARK ZONE HR

ENACTED EFFECTIVE: November 28, 2017

ON ROLL CALL: Ahlstrom Aye Dyer Aye Humphrey Aye Knodel Aye
Speight Aye Summerville ABSENT Young Aye Adopted 6-0

Suburbanite publication on December 1 and December 8, 2017
Molly Kapeluck
Molly Kapeluck, Clerk

10/19/2017 Approved as to form and content by Diane A. Calta, Law Director

Diane A. Calta
10.18.17

**GRANT AGREEMENT BY AND BETWEEN THE
CITY OF GREEN
AND THE
COUNTY OF SUMMIT, OHIO
FOR THE CITY OF GREEN EMERGENCY AND MINOR HOME REPAIR PROGRAM**

This Grant Agreement ("Agreement") is made and entered into this ____ day of November 2017, by and between the City of Green ("Grantor") located at 1755 Town Park Boulevard, Green, Ohio 44685, and the County of Summit, Ohio through the County Executive's Department of Community and Economic Development, located 175 S. Main Street, Suite 207, Akron, Ohio 44308, ("Grantee"), for the City of Green Emergency and Minor Home Repair Program.

WHEREAS, Grantor has set aside \$60,000 from its general fund which the Mayor and City Council wish to use to provide Green residents with emergency and minor home repair services; and

WHEREAS, Grantor wishes to partner with the Grantee to assist in carrying out the City of Green Emergency and Minor Home Repair Program ("Program"); and

WHEREAS, this Program will benefit residents in the low to moderate income range; and

WHEREAS, the Council of the County of Summit has authorized the Executive to enter into this Agreement by Resolution Number _____, passed and effective on _____; and

WHEREAS, the Council of the City of Green has authorized the Mayor to enter into this agreement by Resolution Number _____, passed and effective on _____.

NOW, THEREFORE, in consideration of the covenants and promises set forth below, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of the Program is to assist income qualified residents in the City of Green with needed emergency and minor home repairs. Funds will be leveraged when possible with additional County funds, including but not limited to, Community Development Block Grant and Home Weatherization funds.

**ARTICLE II
FUNDING AND DURATION**

Funding for this program will be available from the Grantor's general fund in the amount of Sixty Thousand Dollars and No Cents (\$60,000.00) per year. Grantee may match Grantor funds on a project by project basis.

ARTICLE II CONTRACTING AUTHORITY

The Grantor and Grantee each represent that they possess the legal authority to execute this Agreement, including all understandings and assurances contained herein.

ARTICLE III DELIVERABLES

- A. The Grantor and Grantee agree to be bound by all applicable Program rules and by the terms and conditions set forth in this Agreement. All exhibits attached hereto are deemed to be a part of this Agreement and fully incorporated herein.
- B. The Grantee agrees to perform the following:
 - 1. Document and deliver the Program Components defined as follows:
 - (a) Processing of all applications including Tier II and 106 reviews
 - (b) Determination and verification of eligibility of applicants
 - (c) Submit invoices for payment for contractors
 - (d) Job Management: Manage Minor Home Repair jobs. For the projects managed by the County, job management will include:
 - i. Write and review work specifications to ensure compliance with residential rehabilitation standards, HUD Title X and State and Local Building Codes
 - ii. Provide staff estimates for work scopes
 - iii. Prepare bid packets and upload into Public Purchase
 - iv. Attend mandatory pre-bid meetings for each unit
 - v. Review bids submitted thru Public Purchase
 - vi. Facilitate agreements between the homeowner and contractor to complete project work
 - vii. Monitor jobs to ensure permits were obtained (if necessary) and all work is done in accordance with the work scope for all jobs
 - viii. Verify completion of the work performed
 - ix. Monitor prevailing wage
 - x. Pay contractor
 - xi. Submit reimbursement packet to the Grantor
 - xii. Provide a yearly report showing all leveraged funds
 - 2. Comply with all applicable federal and state regulations, rules, statutes and guidelines regarding the expenditure of funds and Program requirements, including but not limited to 2 CFR 200 and State grant guidelines.

The Grantor and Grantee agree as follows:

1. The Grantor shall monitor the manner in which the terms of the Agreement are being carried out. The Grantee's level of compliance shall be monitored according to objectives set in this Agreement in order to evaluate the extent to which program objectives contained in the Agreement are being achieved. This may include, but is not limited to: site visits to review records and interview staff; schedule regular meetings with site coordinators to review services rendered; review of performance based on evaluation design and data submitted per site.
2. The Grantor may, from time to time, communicate specific instructions and requests to the Grantee concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, the Grantee agrees to comply with such instructions and to fulfill such requests to the satisfaction of the Grantor. The Parties understand that these instructions and requests will be made only to ensure satisfactory completion of the work described in this Agreement and are not intended to amend or alter the Agreement or any part of it.
3. The Grantor and Grantee each reserve the right to renegotiate the deliverables and the outcome expectations at any time during the term of this Agreement. Both Parties agree to negotiate in good faith, and changes will not be made without mutual agreement. All changes must be memorialized in writing and signed by both Parties.

ARTICLE IV AGREEMENT TERM

This Agreement shall be in effect from January 1, 2018 and will continue in effect until otherwise terminated by either Party as provided for in this Agreement.

ARTICLE V ELIGIBILITY DETERMINATION

The Grantee will ensure that client eligibility is determined in accordance with all Program eligibility requirements, including, but not limited to application submittal, and income verification. Furthermore, all eligibility documentation shall be maintained in each client's file.

ARTICLE VI REPORTS AND RECORDS

- A. Maintain and Provide. The Grantee shall maintain/provide copies of records, documents, reports and other evidence directly pertinent to the performance of work under this Agreement.
- B. Three-year retention. The Grantee shall maintain all records related to this Agreement and the administration of the program for three (3) years from the end of the awards period of performance. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year (3-year) period, the Grantee shall retain the records until completion of the action and all issues which arise from it or until the end of the three-year (3-year) period, whichever is later.

**ARTICLE VII
COMPENSATION AND BILLING**

- A. Compensation. The Grantor shall reimburse the Grantee for completed work. Funding is not to exceed a total of Sixty Thousand Dollars (\$60,000). No administration funds will be paid to the Grantee.
- B. Invoicing. The Grantee shall submit an approved Invoice within fifteen (15) days after the completion of the job.
- C. Expense documentation. Supporting documentation must accompany expenditure reports for all expenses.

**ARTICLE VIII
EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION**

- A. Non-discrimination in performance. The Grantee shall not discriminate in any manner in its performance under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, disability or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. The Grantee shall comply with all applicable Federal and State laws regarding discrimination and the rights to and method of appeal will be made available to all persons under this Agreement. Any Grantee personnel found to be out of compliance may be subject to investigation by the Office of Civil Rights.
- B. EEO Employer. The Grantee warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and Executive Orders and amendments.
- C. Nondiscrimination in Employment. The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, military status, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees that in the hiring of employees for the performance of work under this Agreement, the Grantee, its subcontractors, or any person acting on a the Grantee's or it subcontractor's behalf, shall not discriminate against any citizen of the state in the employment of a person qualified and available to perform the work to which the employment relates by reason of race, creed, sex, disability, military status as defined in

section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The County further agrees that Company, its subcontractors, or any person on Company's or its subcontractor's behalf, shall not discriminate in any manner, against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. Company certifies it does not maintain and it will not permit its employees to perform services at any segregated facilities. Grantee agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations regarding equal employment opportunity. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

ARTICLE IX TERMINATION/CANCELLATION

The Grantor may terminate this Agreement immediately upon written notice to the Grantee. The Grantee may terminate this Agreement by providing thirty (30) business days prior written notice to the Grantor.

ARTICLE X SUBCONTRACTING

The Grantee will enter into written subcontracting agreements with the subcontractors to perform the services hereunder and such agreements which contain the same terms.

ARTICLE XI MISCELLANEOUS

- A. Assignment. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the Parties hereto, their successors and assigns.
- B. Notice. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to:

Wayne Wiethe
City of Green

1755 Town Park Boulevard
PO Box 278
Green, Ohio 44232
330-896-6614
Planning@cityofgreen.org

County of Summit, Ohio
Department of Community and Economic Development
175 South Main Street, Room 207
Akron, Ohio 44308
Attn: Connie Krauss, Director
Phone: (330) 643-2396
Fax: (330) 643-2886

- C. Entire Agreement, Modification and Severability. This written Agreement represents the entire agreement between the Parties and supersedes all previous agreements, written and oral, pertaining to the provision of services. This Agreement shall not be modified except in writing signed by both Parties. In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Agreement, which shall be severable.
- D. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or Agreement remedy or any other right or remedy, including any remedy, for a future breach of this Agreement, whether of a like or a different character.
- E. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be litigated in the Akron Municipal Court or in the Summit County Court of Common Pleas and each party submits itself to the jurisdiction and venue of those courts.
- F. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.
- G. Insurance. The Grantee will carry and maintain in force at all times relevant professional liability insurance.
- H. Employee Compliance. The Grantee must ensure that all employees of the Grantee Executive's Department of Community and Economic Development are informed of and agree in writing to abide by all terms of this Agreement applicable to them prior to performing any Services.
- I. Review by Legal Counsel. Each party has had the opportunity to review this Agreement

with the assistance of legal counsel.

- J. Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part by that party, and which is beyond the reasonable control of that party. The Parties must take all reasonable action to minimize the effects of any such event, occurrence, or condition.
- K. Headings. The headings contained in the Agreement are for the convenience of reference only and will not define or limit any of the terms or provisions hereof.
- L. Remedies/Waiver. The remedies contained in this Agreement will be cumulative and additional to any other remedies provided in law or equity. If the Grantee fails to perform an obligation, and the Grantor waives that failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by the Grantor is not effective unless it is in writing signed by the Grantor. A delay or failure of the Grantor in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or a different character.
- M. Ethics Laws. The Grantee agrees to comply with Ohio Ethics Laws as set forth in Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101.
- N. Compliance with Laws. The Grantee agrees to abide by all Federal, State, and Local laws, statutes, ordinances, resolutions, rules and regulations applicable to this Agreement, including but not limited to those obligations addressed either directly or indirectly in this Agreement.
- O. Whistleblower Protection. The Grantee shall comply with all whistleblower protection laws, including but not limited to 41 U.S.C. 4712. Compliance with 41 U.S.C. 4712 is effective until the termination of the Agreement or January 1, 2017, whichever is earlier.
- P. Environment. The Grantee will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- Q. Energy Efficiency. The Grantee will comply with the majority standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- R. Counterparts. This Agreement may be executed in any number of identical counterparts,

