

ORDINANCE NO. 02-72 AC CMS

AN ORDINANCE APPROVING AN AGREEMENT WITH ZION COMMUNITY DEVELOPMENT CORPORATION FOR CERTAIN CHIP SERVICES FOR THE CITY OF OBERLIN AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all member elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into the attached agreement with Zion Community Development Corporation for Inspection, Specification Writing and Construction Management Services for the City of Oberlin CHIP program.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

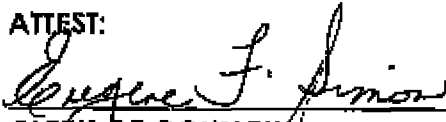
SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, to wit:

"to authorize a contract for necessary services for the City of Oberlin CHIP program as soon as possible in order to ensure timely performance of program tasks",

and shall take effect immediately upon passage.

PASSED: 1st Reading – July 1, 2002 (E)
2nd Reading –
3rd Reading –

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: July 2, 2002

EFFECTIVE DATE: July 2, 2002

**AGREEMENT FOR SERVICES
BY AND BETWEEN
THE CITY OF OBERLIN COMMUNITY HOUSING IMPROVEMENT PROGRAM
AND
THE ZION COMMUNITY DEVELOPMENT CORPORATION**

This Agreement, by and between the City of Oberlin Community Housing Improvement Program, 85 South Main St. Oberlin, OH 44074 (hereinafter referred to as CHIP), and the Zion Community Development Corporation, 305 1/2 Artino St., Oberlin, OH 44074 (hereinafter referred to as Zion CDC) is hereby entered into on this 16th day of JULY, 2002.

Whereas, the City of Oberlin CHIP has entered into grant agreements with the Ohio Department of Development, Office of Housing and Community Partnerships, to provide assistance to income-eligible persons for the provision of decent, safe and sanitary housing in the City of Oberlin. For the purposes of this Agreement for Services, these program activities will include Private Rehabilitation and Emergency Assistance Home Repair; and

Whereas, it will be necessary to understand the requirements of each of the above-referenced program activities to ensure compliance with the terms of the CHIP's grant agreements with the Ohio Department of Development, Office of Housing and Community Partnerships, and

Whereas, it will be necessary to provide implementation services as defined hereinafter for the above-referenced program; and

Whereas, Zion CDC proposes to provide these services to the CHIP

Now, therefore, both parties do hereby mutually agree as follows.

1. Scope of Services

- a. Zion CDC will provide a housing rehabilitation specialist acceptable to the City of Oberlin and to the Ohio Department of Development, Office of Housing and Community Partnerships.
- b. Zion CDC will co-ordinate required services with its housing rehabilitation specialist and with City of Oberlin staff in order to provide the following services.

Inspections and Specification Writing services which will include:

- comprehensive inspection services of properties owned by income-eligible applicants in accordance with the *Residential Rehabilitation Standards*
- draft specifications; follow-up inspections as required
- review of specifications and scope of work with Lead Risk Assessor
- co-ordination of lead hazard risk assessment and/or inspection
- review of specifications and scope of work with Owner

- final specification development including incorporation of lead hazard control measures as required
- cost estimate
- presentation of each proposed project (projects 6 -12) to the CHIP Application Review Committee for review in accordance with our Priority Rating System
- co-ordination of records with the City Administration

Construction Management Services which will include:

- consultation with the City Administration on the bidding process, review of bids and recommendation of lowest and best bidder
 - Zion CDC will familiarize itself with all terms and conditions of the contract documents
 - the pre-construction meeting with the contractor and owner
 - co-ordination of management services during construction with the Lead Risk Assessor and the City Administration including lead hazard reduction notification(s), clearance testing and co-ordination of relocation assistance as required
 - on-site inspection during construction as required by the scope of the work
 - co-ordination of inspections with appropriate municipal Code Officials
 - review, negotiate and approve proposed Change Orders
 - review and recommend interim and final payments
 - ensure job completion in accordance with all specifications
 - completion of the Homeowner Satisfaction/Final Completion form and the Contractor's 1-year warranty and Release of Lien forms
 - co-ordination of records with the City Administration
 - investigate and follow-up on warranty claims during the term of this Agreement
- c. CHIP and Zion CDC shall undertake a review of the services provided pursuant to this agreement prior to the termination of said agreement.

2. Term of Agreement

This Agreement shall commence at the latest date set forth below. This Agreement shall be commensurate with the term of the current FY2000 CHIP grant agreements with the Ohio Department of Development, Office of Housing and Community Partnerships, i.e. including approved program extensions. This Agreement may be terminated by either party with 30 days prior written notification.

3. Compensation

The total not to exceed amount of this Agreement for Services is Thirty Seven Thousand Five Hundred and Fifty and 00/100 Dollars (\$37,550.00) Funds will be paid as follows:

<u>Private Rehabilitation Projects Nos. 2 and 3</u>	<u>Per Unit</u>	<u>Total</u>
Inspection and Specification Writing	Not Applicable	\$0.00
*Construction Management Services Not to exceed \$1,500.00 ea		\$3,000.00
<u>Private Rehabilitation Projects Nos. 4 to 12</u>		
Inspection and Specification Writing	\$750.00 ea	\$6,750.00
*Construction Management Services Not to exceed 10% of the Actual Cost of Construction		\$21,000.00

<u>Emergency Assistance Projects Nos. 4 to 12</u>	<u>Per Unit</u>	<u>Total</u>
Inspection and Specification Writing	\$200.00 ea.	\$1,800.00
*Construction Management Services Not to exceed 10% of the Actual Cost of Construction		\$5,000.00

Total Not To Exceed Amount: \$37,550.00

- * All Construction Management Services are to be billed at an hourly rate as determined by Zion CDC and its service provider

4. Disbursement of Funds

The City of Oberlin CHIP shall make monthly payments to Zion CDC upon receipt of an itemized invoice detailing services provided on a per project basis. All invoices shall be subject to review and approval by the City of Oberlin. The City of Oberlin will make every reasonable effort to disburse funds within 15 days of the receipt of an invoice from Zion CDC. The City of Oberlin shall make payment to Zion CDC within 30 days of the receipt of the monthly invoice.

5. Housing Discrimination Prohibited

Pursuant to this Agreement, Zion CDC shall not discriminate against any program participant based on race, color, national origin, ancestry, religion, sex, sexual orientation, familial status, age, handicap or employment status.

6. Recordkeeping

Zion CDC shall maintain appropriate records of all activities. These records shall be available to CHIP upon reasonable request. Any confidential information retained shall be maintained in such a fashion as to ensure the privacy of the individual. Confidential records may only be viewed by Program Administrators, CHIP grantors or their designated auditors. These records shall be released in their entirety to CHIP upon the completion of this Agreement for Services.

7. **Insurance**

Zion CDC agrees to maintain at all times Public Liability Insurance Coverage in amount and form as approved by the City. Zion CDC further agrees to provide written documentation to the CHIP demonstrating said coverages.

8. **Indemnification**

Zion CDC agrees to indemnify, defend and hold harmless the City of Oberlin CHIP against any and all claims of liability, loss, damage or costs arising from any act or omission by Zion CDC or its officers, agents and employees in the performance of this Agreement.

9. **Amendments**

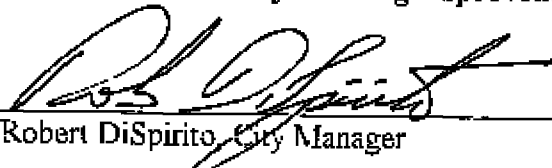
All amendments to this Agreement shall be in writing and signed by all parties

10. **Successors and Assigns**

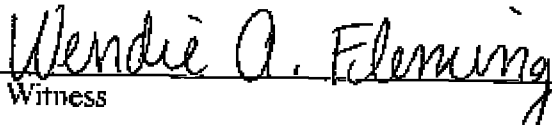
This Agreement shall be binding upon and inure to the benefit of the City of Oberlin CHIP and Zion CDC. This Agreement and its rights and responsibilities shall not be assigned or transferred by Zion CDC without the prior written consent of the City of Oberlin

IN WITNESS WHEREOF, the City of Oberlin Community Housing Improvement Program and the Zion Community Development Corporation have executed this Agreement.

City of Oberlin Community Housing Improvement Program

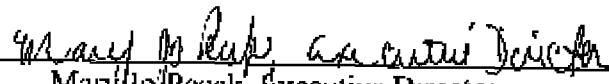
By: 
Robert DiSpirito, City Manager

7/16/02
Date

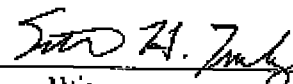

Witness

7/16/02
Date

Zion Community Development Corporation

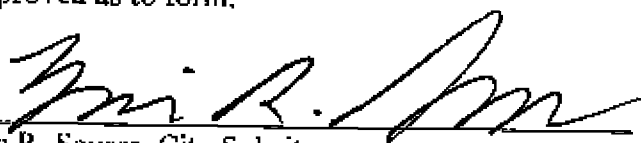
By: 
Mary Jo Pecek, Executive Director

7/16/02
Date


Witness

7/16/02
Date

Approved as to form:


Eric R. Severs, City Solicitor

7-18-02
Date