

RESOLUTION NO. 55-22
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER JoAnne Rau ON
THE 11th DAY OF July, 2022.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SERVICES FOR THE HOME REPAIR PILOT PROGRAM WITH REBUILDING TOGETHER DAYTON, INC.

WHEREAS, the City desires to undertake a Home Repair Pilot Program to primarily assist elderly homeowners on fixed incomes with interior emergency repairs and exterior property maintenance violations in the City of Centerville; and

WHEREAS, the City has delegated to Rebuilding Together Dayton the responsibility of developing, implementing, administering and evaluating housing opportunities that are decent, safe, sanitary, and affordable, for elderly and low and moderate-income homeowners

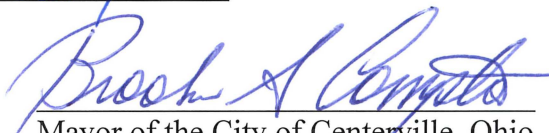
WHEREAS, Rebuilding Together Dayton possesses statutory authority and management capability necessary to assume the primary administration of the Home Repair Pilot Program.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1: That the City Manager be and is hereby authorized to enter into an Agreement for Services for the Home Repair Pilot Program between the City of Centerville and the Rebuilding Together Dayton, Inc. A copy of said Agreement is attached hereto and marked as Exhibit "A".

SECTION 2: This Resolution becomes effective at the earliest date allowed by law.

PASSED THIS 11th day of July, 2022.


Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 55-22, passed by the Council of the City of Centerville, Ohio on the 11th day of July, 2022.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into as of this ____ day of _____, 20____ including attached conditions, by and between the **CITY OF CENTERVILLE**, an Ohio Municipal Corporation, hereinafter referred to as the "**CITY**" and Rebuilding Together Dayton, Inc. an Ohio non-profit corporation, located at 15 West Fourth Street, Suite 450, Dayton OH 45402 in Montgomery County, Ohio, hereinafter referred to as "**REBUILDING TOGETHER DAYTON**".

WHEREAS, the City desires to undertake a Home Repair Pilot Program to primarily assist elderly homeowners on fixed incomes with interior emergency repairs and exterior property maintenance violations in the City of Centerville; and

WHEREAS, these repairs are designed to prevent further structural damage to the property and safeguard against dangers to health and safety, allowing the homeowner to remain in their home while preserving the appearance of the neighborhood and surrounding property values; and

WHEREAS, the City has delegated to Rebuilding Together Dayton the responsibility of developing, implementing, administering and evaluating housing opportunities that are decent, safe, sanitary, and affordable, for elderly and low and moderate-income homeowners; and

WHEREAS, Rebuilding Together Dayton possesses statutory authority and management capability necessary to assume the primary administration of the Home Repair Pilot Program.

NOW, THEREFORE, WITNESSETH, the City and Rebuilding Together Dayton do mutually agree as follows:

1. Purpose

The purpose of this agreement is to provide funding for activities approved by the City as described in the Work Program outlined in Appendix A.

Project activities, features, unit designations, accessibility, tasks, schedule, and budget are included in Appendix A and Appendix B.

All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in Appendix A and the budget set forth in Appendix B. Rebuilding Together Dayton further agrees that it will notify the City prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Agreement and its appendices and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the City.

2. Effective Date and Time of Performance

This agreement takes effect upon execution. The activities to be performed by Rebuilding Together Dayton are described in Appendix A and will be completed on or before December 31, 2023.

3. Roles and Responsibilities

CITY

- A. The City shall provide Rebuilding Together Dayton with funds in an amount not to exceed \$50,000.
- B. The City agrees that Rebuilding Together Dayton shall be allowed a 20% project management fee, which fee shall be paid in accordance to Section 4 below.

REBUILDING TOGETHER DAYTON

- A. Rebuilding Together Dayton shall identify and select projects that are eligible for participation in the Home Repair Pilot Program in accordance with the work program set forth in Appendix A and with all applicable federal, state and local requirements.
- B. Rebuilding Together Dayton shall identify, acquire, develop and/or resell properties in accordance with all applicable Home Repair Pilot Program requirements.
- C. Prior to beginning any project, Rebuilding Together Dayton shall submit to the City a written plan for the use of funds, including a list of tasks that are to be performed, a schedule for the completion of such tasks, and a detailed budget.
- D. Rebuilding Together Dayton shall be the contracting agent entering into all contracts related to the Home Repair Pilot Program.

4. Budget and Disbursement of Funds

- I. **Total Award:** The total amount to be awarded to Rebuilding Together Dayton under this agreement shall not exceed \$50,000. Rebuilding Together Dayton may modify this budget only after having requested and received prior written approval from the City.
- II. **Payment Process:** Rebuilding Together Dayton shall submit to the City, an invoice sufficient to support payment and a monthly financial statement of actual expenses incurred during the previous month. The City shall approve, disapprove, or adjust payment of the invoice. If approved, the City shall issue to Rebuilding Together Dayton, the subsequent payment equal to the amount of approved expenditures or notify Rebuilding Together Dayton in writing of its decision to disapprove, along with the conditions to be met for approval. In no event shall Rebuilding Together Dayton receive reimbursements in excess of the sum of \$50,000 as detailed in the budget set forth in Appendix B.

5. Reporting, Records

I. Reporting

Rebuilding Together Dayton shall keep accurate books and records of the number of City citizens served by or benefiting from project activities.

Rebuilding Together Dayton shall submit monthly to the City the following reports:

- (A) Progress report of Rebuilding Together Dayton's activities and accomplishments during the period with emphasis on the provisions set forth as specified objectives of the project in Appendix A.
- (B) Financial statement of expenditures made by Rebuilding Together Dayton during the period pursuant to the project with additional emphasis on a comparison of accumulative expenditures made by Rebuilding Together Dayton in the conduct of the project to the specific cost categories set forth in the budget in Appendix B. The financial statement shall serve as Rebuilding Together Dayton's invoice for payment to the City.
- (C) Any additional or special reports requested by the City.

II. Records

Rebuilding Together Dayton agrees to prepare and retain for a period of at least five (5) years after the date of grant close-out, and permit access by the City to inspect, as deemed necessary by the City, program records, which includes the following:

- (A) Final records and documentation sufficient to support payment of expenses,
- (B) Property inventories,
- (C) Meeting announcements, agendas, and minutes,
- (D) Time sheets and personnel records,
- (E) Documentation supporting Rebuilding Together Dayton's accomplishments in the conduct of the project,
- (F) All specifications, advertisements, and terms of contracts for goods and services procured by Rebuilding Together Dayton in the conduct of the project

("Program Records").

III. Written Procedures: Rebuilding Together Dayton agrees to maintain appropriate written procedures that ensure income eligibility, occupancy requirements, and all other procedures as it relates to the Home Repair Pilot Program rules.

IV. Property Standards: All housing, that is assisted with funds from the Home Repair Pilot Program, must be maintained in compliance with the Centerville Property Maintenance Code and Municipal Ordinances.

6. Other Requirements

I. Non-Discrimination, Equal Opportunity, Affirmative Action

Employment: During the performance of this Agreement, Rebuilding Together Dayton will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Rebuilding Together Dayton will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not 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.

Equal Opportunity: Rebuilding Together Dayton must maintain an Equal Opportunity Plan; or request that the City certify its employment conditions for compliance with the federal non-discrimination legislation; or request the City's assistance in developing and implementing such a program.

Equal Access: Rebuilding Together Dayton further assures that no person will be denied equal access to, excluded from participation, or be denied the proceeds of any funded project subject to this Agreement. Rebuilding Together Dayton understands that the City may request certain data or reports related to Equal Employment Opportunity/Affirmative Action and ensures the cooperation of its staff in the compilation and submission of such information.

Women- and Minority-Owned Businesses (W/MBE): Rebuilding Together Dayton will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Rebuilding Together Dayton may rely on written representations by businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation.

Subcontract Provisions: Rebuilding Together Dayton shall include the provisions listed above, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its subcontractors.

II. Avoidance of Conflict of Interest

No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City or Rebuilding Together Dayton, who exercise or have exercised any functions or responsibilities with respect to activities funded by Home Repair Pilot Program funds, who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or

benefit from an activity assisted with Home Repair Pilot Program funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity funded with Home Repair Pilot Program funds, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Rebuilding Together Dayton shall comply with any and all federal provisions and local and state statutes, as applicable, regarding the avoidance of conflict of interest.

7. ENFORCEMENT, MONITORING

I. Enforcement

In the event of a default for cause, the City may take one or more of the following courses of action:

- (A) Withhold funds until the situation has been corrected;
- (B) Suspend Rebuilding Together Dayton's authority to spend funds or to conduct the program until the situation is corrected; or
- (C) Terminate this contract in whole or in part; provided, however, that the City shall not withhold, suspend or terminate funds to the extent that Rebuilding Together Dayton has made a legally binding commitment of funds to a third party in an amount and for a purpose which is within Rebuilding Together Dayton's authority and within the terms of this Agreement.

The City shall provide the necessary funds to Rebuilding Together Dayton to honor that commitment or, at the City's option; the City may assume and perform the commitment made by Rebuilding Together Dayton.

Cause shall include, but not be limited to the following:

1. Failure, for any reason, of Rebuilding Together Dayton to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved program and attached Appendix A.
2. Submission by Rebuilding Together Dayton to the City of reports that are incorrect or incomplete in any material respect;
3. Ineffective or improper use of funds provided under or generated by this contract.

II. Monitoring

Rebuilding Together Dayton further agrees to ensure the cooperation of its staff and other responsible officials in the efforts of the City to monitor and evaluate Rebuilding Together Dayton's activities in the following manner:

(A) Regular on-site visits by the City to Rebuilding Together Dayton in order to monitor the progress of the activities delegated under the terms of this Agreement, to review compliance with the terms of this Agreement, and to offer assistance in the conduct of the project.

(B) Evaluations of activities and funding status will be undertaken periodically. Adjustments in activities and/or funding will be made as needed subsequent to that evaluation.

(C) Any special monitoring or evaluation activities requested by the City at its sole discretion.

8. ACQUISITION

No acquisition of property is expected to be undertaken by Rebuilding Together Dayton as part of this agreement.

9. REVERSION OF ASSETS

Upon the expiration of this Agreement, Rebuilding Together Dayton shall transfer to the City any City funds on hand at the time of the expiration and any accounts receivable attributable to the use of funds.

10. GENERAL PROVISIONS

- I. COMPLIANCE WITH STATE AND LOCAL LAWS** Rebuilding Together Dayton shall comply with all applicable laws, ordinances, and codes of federal, state and local governments.
- II. CONTRACT MODIFICATIONS** The City may, from time to time, impose other reasonable conditions in connection with the activities delegated under the terms of this Agreement and Rebuilding Together Dayton agrees to comply with such conditions upon receiving written notice from the City. Any amendment to this Agreement must be signed by the authorized representative of both parties and will be incorporated as a written appendix to this Agreement.
- III. COVENANT AGAINST CONTINGENT FEES** Rebuilding Together Dayton warrants that no person or selling agency or other organization has been employed or retained to solicit or secure brokerage, or contingent fees. For breach or violation of this warrant, the City shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage brokerage, or contingent fee, or to seek such other remedies as legally may be available. This provision does not prohibit the use of real estate agents in the search for housing units for implementing work under this Agreement.
- IV. PUBLIC INFORMATION** Rebuilding Together Dayton will not knowingly or deliberately conceal its delegate status with respect to the City in public meetings and in public settings through any of the news media, newsletters and flyers, or in lecture or

information speeches by Delegate officers or program staff, when Rebuilding Together Dayton program is the main item of attention or discussion. Rebuilding Together Dayton shall state on all letterheads, flyers, signs, displays, and newsletters which discuss or refer to the funded programs that they are a Delegate of the City.

- V. **PRIOR AUTHORIZATION** None of the work or services authorized by this Agreement shall be contracted without prior approval of the City.
- VI. **HOLD HARMLESS** Rebuilding Together Dayton agrees to save the City, its officers, employees and agents harmless from any and all liabilities or claims caused by or resulting from Rebuilding Together Dayton's obligations or activities in furtherance of work described herein. Rebuilding Together Dayton will reimburse the City for any judgments which may be obtained against the City resulting from the work hereunder or the use of any work product of Rebuilding Together Dayton including judgments for infringement of patent or copyright rights. Rebuilding Together Dayton agrees to defend against any such claims or legal actions if called upon by the City to do so.
- VII. **DOCUMENTATION REGARDING COMPLETION OF ACTIVITIES**
The City will be provided with copies of plans, reports, studies, or other documentation signifying and giving evidence of the completion of the activities authorized by the terms of this Agreement at such time as Rebuilding Together Dayton has fulfilled its responsibilities in executing the terms of this Agreement.
- VIII. **RESTRICTIONS REGARDING OTHER CONTRACTS** This Agreement in no way precludes, prevents, or restricts Rebuilding Together Dayton from obtaining and working under an additional contractual arrangement(s) with other parties, assuming that the contractual work in no way impedes Rebuilding Together Dayton's ability to perform the services required and at the time of entering into this Agreement it has no interest in nor shall it acquire any interests, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement.
- IX. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to the extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.
- X. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.
- XI. The parties hereto acknowledge that a portion of the dollars authorized by this agreement

will be utilized by Rebuilding Together Dayton. Rebuilding Together Dayton assumes responsibility that these funds are expended according to the appropriate rules and regulations.

XII. COMPLIANCE WITH APPROVED PROGRAM All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in Appendix A and the budget set forth in Appendix B. Rebuilding Together Dayton further agrees that it will notify the City prior to undertaking any activity or authorizing an expenditure that is not clearly consistent with the terms of this Agreement and its appendices. No such activity or expenditure of a questionable nature shall be authorized without prior approval of the City.

City and the Rebuilding Together Dayton have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above, but actually on the dates by their respective executions.

CITY OF CENTERVILLE, OHIO

Date: _____

By: Wayne S. Davis
Its: City Manager

Approved as to form:

Scott A. Liberman, Municipal Attorney

**REBUILDING TOGETHER DAYTON, an Ohio
non-profit corporation**

Date: _____

By: _____
Its: _____

Exhibit "A"

APPENDIX A
WORK PROGRAM

APPENDIX B

BUDGET

Delegate: Rebuilding Together Dayton

Project: Home Repair Pilot Program

Total Project Cost Estimate: \$50,000

Total CDBG Funds: \$50,000