

AN ORDINANCE NO. 24-257

Authorizing the City Manager to enter into a Contract for Grant Administration Services with National Council for Community Development, Inc. dba Grow America, for a period of two years with the option to renew for three additional one-year terms, for an amount not to exceed \$132,600.00 for the initial two-year term; and declaring an emergency therein.

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WHEREAS, the City's Purchasing Division has advertised for and received proposals for grant administrative services; and

WHEREAS, after receiving and reviewing the proposals submitted, the City's Purchasing Division has recommended award of contract to National Council for Community Development, Inc. dba Grow America, for grant administration services for a period of two years with the option to renew for three additional one-year terms, for an amount not to exceed \$132,600.00 for the initial two-year term, which was the lowest and best proposal; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to expedite the start of contract services, thereby providing for the usual daily operation of the Community Development Department, which this Commission finds creates an emergency necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City Manager is hereby authorized to enter into a Contract for Grant Administration Services, a copy of which is attached hereto and is hereby approved, with National Council for Community Development, Inc. dba Grow America, for a period of two years with the option to renew for three additional one-year terms, for an amount not to exceed \$132,600.00 for the initial two-year term.

Section 2. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this 27<sup>th</sup> day of August, A.D., 2024.

  
\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

  
\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

## CONTRACT FOR GRANT ADMINISTRATION SERVICES

This Contract (the "Agreement") is entered into on \_\_\_\_\_, 2024, between the City of Springfield, Ohio, (the "City") and Grow America, Inc. (the "Consultant"), the City and the Consultant may be collectively referred to as the "Parties" for the purposes of this Agreement.

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### RECITALS

- A. The City has determined a need for professional grant administration services to support HUD-funded programs; and
- B. The Consultant is experienced and qualified in providing such services and has submitted a proposal that outlines a detailed scope of work and cost proposal; and
- C. The City wishes to engage Consultant to perform the services described in this Agreement under the terms and conditions herein.

The Parties agree as follows:

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#### 1. Scope of Work

- i. The Consultant shall provide the services described in Attachment A - Scope of Work, which is based on the proposal submitted by Consultant dated August 15, 2024.
- ii. The scope includes, but is not limited to:
  - a. Technical assistance for HUD-funded programs;
  - b. Report preparation;
  - c. Compliance monitoring;
  - d. Staff training, and;
  - e. Other related tasks.

#### 2. Compensation and Payment

- i. The City agrees to pay the Consultant for the services rendered under this Agreement in accordance with the fee schedule set forth in Attachment B - Cost Proposal.
- ii. The payment schedule is based on an estimated allocation of hours and the corresponding hourly rates as described in the updated cost proposal, with a projected total not to exceed for two years of \$132,600, broken down by year as follows:
  - a. Year 1: \$70,200 and;
  - b. Year 2: \$62,400

**3. Term of Agreement**

- i. This Agreement shall commence on \_\_\_\_\_, 2024, and shall continue for an initial term of two (2) years, ending on \_\_\_\_\_, 2026, unless terminated earlier in accordance with the provisions of this Agreement.
- ii. The City may renew this Agreement for up to three (3) additional one-year terms by providing written notice to the Consultant at least sixty (60) days prior to the expiration of the initial or any subsequent term.

**4. Deliverables and Reporting**

- i. Consultant shall deliver all reports, plans, and documentation as required by the City, as outlined in the scope of work.
- ii. Consultant shall also participate in bi-weekly check-ins and provide quarterly status updates as specified in the proposal.

**5. Independent Contractor**

- i. Consultant shall perform all services under this Agreement as an independent contractor and not as an agent, employee, or representative of the City.
- ii. Consultant shall have exclusive control over the means, methods, and details of fulfilling its obligations under this Agreement.

**6. Insurance and Indemnification**

- i. Consultant shall maintain all necessary insurance coverage, including but not limited to general liability and professional liability insurance.
- ii. Consultant agrees to indemnify and save harmless City, their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person, including death or personal property or otherwise, caused by or resulting from the activities in furtherance of the work described herein. City agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of City's bad faith, willful misconduct or gross negligence.

**7. Termination**

- i. Either party may terminate this Agreement for convenience with sixty (60) days' written notice to the other party.
- ii. In the event of termination, the City shall pay Consultant for services rendered up to the date of termination.

**8. Governing Law and Dispute Resolution**

- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

- ii. Any disputes arising from this Agreement must first attempt resolution through non-binding mediation, with costs split evenly between the Parties.
- iii. Any litigation shall be held exclusively in a court of competent jurisdiction in Clark County, Ohio.

**9. Entire Agreement**

This Agreement, including the attached **Attachments A and B**, constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether oral or written.

**10. No Waiver:**

- i. No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of rights preclude any other or further exercise of any right, power, or privilege in this Agreement.
- j. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**11. Counterparts:**

- i. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- j. Signatures delivered by electronic means (e.g., PDF or DocuSign) shall be deemed to have the same legal effect as originals.

**12. Attachments**

- **Attachment A: Scope of Work (from the original proposal dated August 15, 2024)**
- **Attachment B: Cost Proposal (updated and dated August 15, 2024 - Rev1)**

The Parties to this Agreement have executed this Agreement as of the date first above written.

**City of Springfield, Ohio**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Grow America, Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as for Form and  
Legal Sufficiency:

Jill N. Allen – Law Director

By: \_\_\_\_\_

Jason T. Irick, Assistant Law Director

City of Springfield, Ohio  
 Technical Assistance for HUD Funded Programs  
 Grow America Cost Proposal

## Technical Approach

Grow America currently provides Federal Programs technical advisement and support services to several municipal clients. Our project team brings an abundance of federal program experience and practical working knowledge in community development planning and program implementation including but not limited to:

- IDIS Activity Set Up/Completion, Draws, Reporting, eCon Planning Suite, and MicroStrategy Reports
- Consolidated Plans/Annual Action Plans
- Consolidated Annual Performance and Evaluation Report (CAPER)
- Administrative Requirements
- Subrecipient Oversight
- HOME Underwriting and Subsidy Layering
- Compliance Monitoring
- HOME ARP Allocation Plans
- Affirmatively Furthering Fair Housing
- Citizen Participation Plans
- Ensuring timely draw and commitment deadlines
- CDBG Eligibility Determination
- Procurement
- Environmental Reviews
- Labor Compliance
- Section 3 Compliance
- Other Cross Cutting Requirements
- Staff Training

Grow America proposes to provide advisement services through general task orders categories including but not limited to the following:

No.	Projects / Activities	Solutions	Schedule
1	Annual Action Plans, Consolidated Plans, Contractor/Subcontractor activity reports, CAPER, Semi-Annual Enforcement Report, HUD PA Annual Report, and public notices	a. Assess needs for specific HUD item b. Determine if additional resources are needed c. Discuss plan and timeline with client d. Execute plan	Determined by mutual agreement with client to meet HUD required deadlines.
2	Set-up and maintain activities and narratives in the IDIS	Grow America will hold an ongoing bi-weekly check in meeting to discuss client needs, set priorities, deliverables, and timeline for ongoing activities	Bi-weekly for the duration of the contract
3	Prepare all HUD required reports, notices, and documents necessary to process any City approved amendments to the	a. Assess needs	Determined by mutual agreement with client

City of Springfield, Ohio  
 Technical Assistance for HUD Funded Programs  
 Grow America Cost Proposal

	Consolidated Plan and/or Annual Action Plan.	<ul style="list-style-type: none"> <li>b. Determine if additional staffing or resources are needed</li> <li>c. Discuss plan and timeline with client</li> <li>d. Execute plan</li> </ul>	
4	Prepare necessary environmental review forms and documents for CDBG & CDBG-CV, HOME & HOME-ARP projects and activities, where required.	<ul style="list-style-type: none"> <li>a. Assess needs for specific HUD item</li> <li>b. Determine if additional resources are needed</li> <li>c. Discuss plan and timeline with client</li> <li>d. Execute plan</li> </ul>	Determined by mutual agreement with client to meet the HUD required timeframe for response
5	Work with the City staff to review submitted funding applications and qualifications for completeness and eligibility.	<ul style="list-style-type: none"> <li>a. Assess needs</li> <li>b. Determine if additional staffing or resources are needed</li> <li>c. Discuss plan and timelines with client</li> <li>d. Execute plan</li> </ul>	Determined by mutual agreement with client to meet HUD required timeframe for response
6	Assist in the preparation of reports for the City Commission concerning the allocation of funds for public service and capital expenditure activities.	<ul style="list-style-type: none"> <li>a. Assess needs</li> <li>b. Determine if additional staffing or resources are needed</li> <li>c. Discuss plan and timeline with client</li> <li>d. Execute plan</li> </ul>	Determined by mutual agreement with client
7	Provide training and technical assistance to staff.	<ul style="list-style-type: none"> <li>a. Assess training needs</li> <li>b. Determine if additional staffing or resources are needed</li> <li>c. Discuss training plan and timeline with client</li> </ul>	Two-week lead time; Presentation conducted on pre-determined date that works best for client

City of Springfield, Ohio  
 Technical Assistance for HUD Funded Programs  
 Grow America Cost Proposal

		<ul style="list-style-type: none"> <li>d. Create or adapt training materials</li> <li>e. Present information virtually</li> </ul>	
8	Develop a monitoring plan and monitor all CDBG & CDBG-CV, CoC, NSP, ESGHOME & HOME-ARP projects / programs for appropriate records maintenance, reporting, and compliance with applicable program requirements.	<ul style="list-style-type: none"> <li>a. Assess needs</li> <li>b. Determine if additional staffing or resources are needed</li> <li>c. Discuss plan and timeline with client</li> <li>d. Execute plan</li> </ul>	Determined by mutual agreement with client
9	Close out CoC, NSP, ESG, CDBG & CDBG-CV, HOME & HOME-ARP projects/programs in compliance with applicable program requirements.	<ul style="list-style-type: none"> <li>a. Assess needs</li> <li>b. Determine if additional staffing or resources are needed</li> <li>c. Discuss plan and timeline with client</li> <li>d. Execute plan</li> </ul>	Determined by mutual agreement with client
10	Provide Section 3 and Davis-Bacon Wage Compliance Procedures and monitoring for them.	<ul style="list-style-type: none"> <li>a. Assess needs</li> <li>b. Determine if additional staffing or resources are needed</li> <li>c. Discuss plan and timeline with client</li> <li>d. Execute plan</li> </ul>	Determined by mutual agreement with client
11	Provide Compliance Reports as needed for projects using grant funds.	Grow America will hold an ongoing bi-weekly check in meeting to discuss client needs, set priorities, deliverables, and timeline for ongoing activities	Bi-weekly for the duration of the contract
12	Create and maintain files for CoC, NSP, ESG, CDBG & CDBG-CV, HOME & HOME-ARP funded projects/activities and programs.	Grow America will hold an ongoing bi-weekly check in meeting to discuss client needs, set priorities, deliverables, and timeline for ongoing activities	Bi-weekly for the duration of the contract

**City of Springfield, Ohio  
 Technical Assistance for HUD Funded Programs  
 Grow America Cost Proposal**

<b>13</b>	During HUD monitoring, assisting the City in gathering and providing requested information to support compliance with HUD requirements.	<ul style="list-style-type: none"> <li>a. Assess needs for specific HUD item</li> <li>b. Determine if additional resources are needed</li> <li>c. Discuss plan and timeline with client</li> <li>d. Execute plan</li> </ul>	Determined by mutual agreement with client to meet the HUD required deadline.
<b>14</b>	Assist with Audit responses.	<ul style="list-style-type: none"> <li>a. Assess needs for specific item</li> <li>b. Determine if additional resources are needed</li> <li>c. Discuss plan and timeline with client</li> <li>d. Execute plan</li> </ul>	Determined by mutual agreement with client to meet the required deadline.
<b>15</b>	Provide research, analysis, and training as requested by City.	Grow America will hold an ongoing bi-weekly check in meeting to discuss client needs, set priorities, deliverables, and timeline for ongoing activities	<p>Bi-weekly for the duration of the contract</p> <p>Note: Trainings require a two-week lead time.</p>
<b>16</b>	Provide any other administrative services as required to properly administer the City's CoC, NSP, ESG, CDBG & CDBG-CV, HOME & HOME-ARP programs.	Grow America will hold an ongoing bi-weekly check in meeting to discuss client needs, set priorities, deliverables, and timeline for ongoing activities	Bi-weekly for the duration of the contract
<b>17</b>	Provide quarterly status reports on the status of work projects/activities and programs assigned, unless otherwise instructed.	Grow America will hold an ongoing bi-weekly check in meeting to discuss client needs, set priorities, deliverables, and timeline for ongoing activities	Bi-weekly for the duration of the contract
<b>18</b>	Advise the City regarding Labor Compliance for funded projects.	Grow America will hold an ongoing bi-weekly check in meeting to discuss client needs, set priorities, deliverables, and timeline for ongoing activities	Bi-weekly for the duration of the contract

City of Springfield, Ohio  
 Technical Assistance for HUD Funded Programs  
 Grow America Cost Proposal

19	Assist with Environmental Compliance efforts.	Grow America will hold an ongoing bi-weekly check in meeting to discuss client needs, set priorities, deliverables, and timeline for ongoing activities	Bi-weekly for the duration of the contract
20	Assist in Program Implementation.	Grow America will hold an ongoing bi-weekly check in meeting to discuss client needs, set priorities, deliverables, and timeline for ongoing activities	Bi-weekly for the duration of the contract
21	Assist City staff with providing technical guidance to community partners (subrecipients).	<ul style="list-style-type: none"> <li>a. Assess training and technical assistance needs</li> <li>b. Determine if additional staffing or resources are needed</li> <li>c. Discuss training plan and timeline with client</li> <li>d. Create or adapt training materials Present information virtually</li> </ul>	Two-week lead time for trainings; Presentation conducted on pre-determined date that works best for client
22*	Provide best practices for grant administration (CDBG, HOME, ESG) and assist with staffing plan for division.	Grow America will hold an ongoing bi-weekly check in meeting to discuss client needs, set priorities, deliverables, and timeline for ongoing activities	Bi-weekly for the duration of the contract

\*New Item

**Project Timeline**

Grow America can begin this engagement immediately upon execution of the consulting agreement. Grow America will work with the City of Springfield to prioritize tasks, develop a timeline and an annual program calendar that not only meets HUD statutory deadlines but also addresses the concerns and priorities of the City.

The program calendar will guide the work plan and deadlines for this engagement. Grow America will hold an ongoing bi-weekly check-in meeting to discuss client needs and continually assess deadlines.

City of Springfield, Ohio  
Technical Assistance for HUD Funded Programs  
Grow America Cost Proposal

**Priority Scope of Work Items**

The City of Springfield has identified the following priority scope of work items to be performed by Grow America during the initial 12-month contract term:

1. Annual Action Plans, Consolidated Plan, Contractor/Subcontractor activity reports, CAPER, Semi-Annual Enforcement Report, HUD PA Annual Report, and public notices.
2. Set up and maintain activities and narratives in the Integrated Disbursement Information System (IDIS).
3. Prepare all HUD required reports, notices, and documents necessary to process any City approved amendments to the Consolidated Plan and/or Annual Action Plan.
4. Work with the City staff to review submitted funding applications and qualifications for completeness and eligibility.
5. Assist in the preparation of reports for the City Commission concerning the allocation of funds for public service and capital expenditure activities.
6. Provide training and technical assistance to staff.
7. Close out CoC, NSP, ESG, CDBG & CDBG-CV, HOME & HOME-ARP projects/programs in compliance with applicable program requirements.
8. During HUD monitoring, assist the City in gathering and providing requested information to support compliance with HUD requirements.
9. Assist with Audit responses.
10. Provide research, analysis, and training as requested by City.
11. Assist City staff with providing technical guidance to community partners (sub-recipients).
12. Provide best practices for grant administration (CDBG, HOME, ESG) and assist with staffing plan for division.

City of Springfield, Ohio  
 Technical Assistance for HUD Funded Programs  
 Grow America Cost Proposal

## Cost Proposal

### Hourly Rate

Grow America can provide advisement and/or completion of any of the tasks outlined in the solicitation utilizing the hourly rates prescribed below:

Position	Rates 2024
Executive Managing Director	\$ 365.00
Managing Director	\$ 340.00
Senior Director	\$ 305.00
Field Director/Ops Director	\$ 260.00

Hourly rates may be subject to an annual escalator of up to 3% after the initial 12-month period.

### Cost Proposal for Priority Scope of Work Items

Based on the priority scope of work items identified by the City of Springfield, Grow America anticipates dedicating approximately 25 hours per month for the initial six months of the Year 1 contract term and 20 hours per month for the remaining six months. For Year 2 of the contract term, Grow America anticipates dedicating approximately 20 hours per month for 12 months. All work will be completed by a Field Director or Operations Director. Estimated annual costs for Year 1 and Year 2 are as follows:

Contract Term Year 1	Estimated Hours Per Month	Rate	Monthly Cost	Number of Months	Total
Months 1 - 6	25	\$260.00	\$6,500.00	6	\$39,000.00
Months 7 - 12	20	\$260.00	\$5,200.00	6	\$31,200.00
<b>Total Year 1</b>					<b>\$70,200.00</b>

Contract Term Year 2	Estimated Hours Per Month	Rate	Monthly Cost	Number of Months	Total
Monthly	20	\$260.00	\$5,200.00	12	\$62,400.00
<b>Total Year 2</b>					<b>\$62,400.00</b>