

EXHIBIT “A”

CITY OF BRECKSVILLE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the City of Brecksville, Ohio, a Municipal Corporation (hereinafter referred to as “City”) and the Cleveland Restoration Society (hereinafter referred to as “CRS”).

WHEREAS, CRS has established a program referred to as the Heritage Home ProgramSM (the “Program”) for the purpose of enhancing older properties in the participating communities; and

WHEREAS, the City has determined and is authorized to enter into an agreement with the Cleveland Restoration Society for the purpose of providing professional technical assistance to the owners of houses that are over 50 years old in the City (the “Older Housing”) in connection with the City’s participation in the Program; and

NOW, THEREFORE, the City and CRS, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1. SCOPE OF SERVICES.

The Cleveland Restoration Society agrees to perform the following technical assistance services for the period covered by this Agreement:

GENERAL HERITAGE HOME PROGRAM

1. Cooperate with the City and the County and assist in the establishment and implementation of administrative procedures related to the Heritage Home ProgramSM (the Program).
2. Assist the City in marketing the Program to approximately 2,290 owners of the Older Housing. Such marketing efforts will include a mass mailing, at the expense of the CRS, to all such owners of a postcard about the Program. They will also include providing materials on the Program for distribution at public buildings in the City including City Hall and any libraries, and providing links for the City’s web site to the Program web site. Such marketing can also include displaying a temporary Program sign, during construction, in the front yard of properties participating in the Program. Such sign is to be a non-commercial sign, in compliance with City codes and approved by the City, displayed on each participating property for a period not to exceed six months.
3. Provide technical assistance on the preservation, rehabilitation and improvement of the City’s Older Housing to any property owner making a request. Technical assistance is

available by phone, through the mail, through the Program Web Site and on site. Participation in a Program loan is not required to receive this technical assistance.

4. Provide a report on the program activity to the City. These reports should be sent to the Mayor.

PROGRAM SPECIFIC

1. Determine the eligibility of individual properties upon request of property owners interested in participating in the Program.
2. Determine whether projects qualify for the Program and notify owners.
3. Provide professional technical assistance to property owners of Older Housing to determine the scope and nature of rehabilitation and write contract specifications for exterior work to ensure that the Program standards are met. Provide copies of final bid specifications to the City for each project.
4. Determine total loan request amount based on contractor bids submitted by the property owner to CRS and notify the participating bank.
5. Upon approval of a loan application by the participating bank, periodically monitor progress of construction and provide technical advice and consultation during construction as requested by the property owner, the County, or the City.
6. Inspect property at completion of construction and certify that all work has been completed in accordance with the bids and in compliance with the CRS bid specifications. Provide written notification to the City of certification.

SERVICES NOT INCLUDED

1. This Agreement does not provide for the provision of services by CRS to the City including but not limited to:
 - a. Advice or assistance to the City about commercial properties or to the owners of commercial properties.
 - b. Advice or assistance to the City or to the owner relating to a sacred structure.
 - c. Advice or assistance to the City or to any property owners about National Register or local landmark nominations of a building or district.
 - d. Advice or assistance to the City or any officials of the City relating to the operations or structure of a design review function or a design review issue.

2. Any services described in 1. above may be provided by CRS pursuant to a supplemental agreement involving a supplemental payment by the City as agreed between the City and CRS.

SECTION 2. METHOD OF PAYMENT.

CRS shall be compensated for the technical and planning assistance provided as described in Section 1, Scope of Services.

The City and CRS agree that the payment for services provided under this agreement shall be Seven Thousand Four Hundred Eighty Dollars (\$7,480) for the initial year shall be payable within fifteen (15) days after the execution of this Agreement. The payment for any subsequent years shall be payable on January 1 of such year.

Invoices will be submitted by CRS upon execution of this Agreement and at appropriate times thereafter.

SECTION 3. TERM AND TERMINATION.

1. The technical assistance services of CRS shall be provided for the period commencing on date of January 1, 2025, and extending through December 31, 2025. The services may be extended on a year-by-year basis by the mutual agreement of the City and CRS.
2. This Agreement may be terminated by either party upon thirty (30) days written notice at such other party's notice address, as set forth below in Section 5 hereof, provided that both CRS and the City, respectively, shall remain obligated to perform any duties and obligations created under Section 1 hereof which remain outstanding at the time of the termination of this Agreement.

SECTION 4. SEVERABILITY. If any provision of this Agreement, or any obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 5. NOTICES. All communications hereunder will be in writing and, if sent to CRS, will be mailed, delivered or faxed and confirmed to:

Cleveland Restoration Society/Heritage Home ProgramSM
Sarah Benedict House
3751 Prospect Avenue
Cleveland, OH 44115

Attention: Kathleen H. Crowther, President
Phone: (216) 426-1000
Fax No.: (216) 426-1975

and, if sent to the City, will be mailed, delivered or faxed and confirmed to:

The Honorable Mayor Daryl J. Kingston
City of Brecksville
9069 Brecksville Road
Brecksville, OH 44141

SECTION 6. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

SECTION 8. AMENDMENTS. This Agreement may be effectively amended, changed, modified or altered in writing, and such writing shall be consented to and signed by both the City and CRS.

SECTION 9. ENTIRE AGREEMENT. This Agreement and the terms and provisions hereof embody the entire agreement and understanding among the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the City of Brecksville and the Cleveland Restoration Society have caused this Agreement to be duly executed in their respective names, all as of the date set forth above.

CLEVELAND RESTORATION SOCIETY

Kathleen H. Crowther, President

Approved as to Form:

CITY OF BRECKSVILLE

David J. Matty, Esq.
Law Director
City of Brecksville

Daryl J. Kingston, Mayor