

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
BETWEEN LUCAS METROPOLITAN HOUSING AUTHORITY  
AND  
THE CITY OF TOLEDO, OHIO  
REGARDING A JOINT APPLICATION FOR A  
CHOICE NEIGHBORHOODS PLANNING GRANT**

This Agreement between the Lucas Metropolitan Housing Authority, ("LMHA"), and The City of Toledo ("Toledo"), Toledo, Ohio, is entered into by the parties to show a strong commitment to the development of a Transformation Plan for the McClinton Nunn - Junction neighborhood in the City of Toledo, Lucas County as described in the grant application for a Choice Neighborhoods Planning Grant.

WHEREAS, LMHA is a housing authority created pursuant the Ohio Revised Code as a Political Subdivision; and

WHEREAS, Toledo is a charter municipality established pursuant the Ohio Constitution and the Ohio Revised Code; and

WHEREAS, both parties to this Agreement are political subdivisions and desire to mutually cooperate consistent with the terms of this Agreement to achieve a mutually beneficial result; and

WHEREAS HUD requires formal execution of this Agreement to document the relationship between the Lead Applicant and the Co-Applicant; and

WHEREAS, on July 14, 2020, the U.S. Department of Housing and Urban Development ("HUD") issued the Choice Neighborhoods Planning Grants Notice of Funding Availability (NOFA) for Fiscal Year 2020 [FR-6400-N-38]. A Choice Neighborhoods Planning Grant (Grant) is a two-year grant that assists a community with severely distressed public or HUD-assisted housing in developing a successful neighborhood transformation plan and building the support necessary for that plan to be successfully implemented.

WHEREAS, every CNI Planning Grant application must include a distressed public housing site, and LMHA and the City have determined that the McClinton-Nunn housing site and the surrounding Junction Neighborhood is the most appropriate subject area for the grant application, and

WHEREAS, the term of the grant is two years, within which HUD requires that a Transformation Plan is formulated to identify strategies, projects and proposals to transform the Junction Neighborhood into a "neighborhood of choice", and

WHEREAS, The maximum grant amount is \$450,000 , which allows grantees to use up to \$150,000 during the two-year grant term for activities that demonstrate a commitment to "doing while planning." Experience shows that tangible, early actions help

communities build momentum for further planning and the eventual transition from planning to implementation of that plan. These actions improve neighborhood confidence, which in turn sustains the community's energy, attracts more engagement, and resources, and helps convince skeptical stakeholders that positive change is possible; and

WHEREAS, LMHA's HUD-approved 5-year Public Housing Authority Plan, Annual Public Housing Plan, Strategic Plan and Portfolio Strategy affirm LMHA's commitment to evaluate all LMHA owned properties for modernization, development, demolition and/or disposition and prioritize as to highest and best use. LMHA commits to ongoing public input into any redevelopment plans by soliciting input from residents, advocates, neighborhood groups and other stakeholders of LMHA; and

WHEREAS, LMHA is the largest landlord in Northwest Ohio, providing housing opportunities for over 15,000 households in the City of Toledo and Lucas County. LMHA has significant experience in managing many resident programs for the development and management of federally assisted housing. LMHA manages 2,633 Public Housing apartments, administers 4,685 Housing Choice Vouchers, and owns 322 apartments within four (4) Mixed Finance projects that include RAD, LIHTC, HOME, and Neighborhood Stabilization Program (NSP) funding; and

WHEREAS, LMHA is a successful developer and has the experience of demolishing, rehabilitating and rebuilding public housing. One of those developments within the Junction neighborhood is the Collingwood Green development. Three phases of that redevelopment have been completed. In each phase stakeholders, like residents, neighborhood groups, and community leaders were engaged in the development process; and

WHEREAS, The development, on the former site of two public housing developments Brand Whitlock and Albertus Brown, has created new housing opportunities for the Toledo community. LMHA utilized RAD transfer of assistance in Phase III of Collingwood Green.

WHEREAS, LMHA, working with community partners and its non-profit affiliate Lucas Housing Services Corporation, also has extensive development history in purchasing vacant land to build new homes and purchasing homes in need of renovations throughout Lucas County. Those redevelopment efforts have specifically provided affordable homeownership opportunities to over 40 individuals and families in the Junction Neighborhood; and

WHEREAS, As partners LMHA and Toledo can collaborate with community partners to leverage opportunities for this Choice Neighborhoods Transformation Plan; and

WHEREAS, Toledo has significant capacity to help conduct a community plan through its Department of Community Development and is prepared to dedicate trained staff to assist LMHA in conducting the Choice Neighborhoods planning process; and

WHEREAS Toledo has demonstrated effectiveness in performing community engagement as part of community planning processes and will assist LMHA in achieving a high level of community involvement in the Choice Neighborhoods planning process; and

WHEREAS, Toledo has significant experience in neighborhood planning and plan implementation with a long history of working with HUD programs such as the Community Development Block Grant Program to improve low-income neighborhoods in the City, the Neighborhood Stabilization Program, and the HOME Program that have helped improve the quality of life for the community.

NOW, THEREFORE, the parties hereto mutually agree as follows:

## **1. PURPOSE**

LMHA and Toledo will cooperate for the purposes of applying for FY 2020 Choice Neighborhoods Planning Grant funds and undertaking or assisting in undertaking eligible activities identified in the application for Planning Grant funds, including the development of a comprehensive Neighborhood Transformation Plan and Action Activities for the McClinton Nunn public housing properties and the larger Junction neighborhood planning area.

Eligible Planning activities include, but are not limited to:

- a. completion of comprehensive needs assessments related to housing, people and the neighborhood;
- b. technical planning studies;
- c. involvement of stakeholders including public housing residents, neighborhood residents, public and private organizations, businesses, neighborhood associations and other relevant stakeholders;
- d. planning for the collection and strategic use of relevant data;
- e. preparation of People, Housing and Neighborhood Plans for the target neighborhood;
- f. formulation of implementation strategies;
- g. strengthening the management and decision-making capacity of participating organizations.

Eligible Early Action Activities include, but are not limited to:

- a. physical improvements, community development, and economic development projects that enhance and accelerate the transformation of the neighborhood.
- b. reclaiming and recycling vacant property;
- c. beautification,

- d. place making,
- e. community arts projects;
- f. homeowner and business facade improvement programs;
- g. neighborhood broadband/Wi-Fi,
- h. gap financing for economic development projects.

## **2. TERM**

LMHA and the City of Toledo are committing to work collaboratively through the entire process relevant to this grant. The term will commence on the date of execution of the HUD Choice Neighborhoods Planning Grant Agreement and continue for the entire two-year term of the Grant.

## **3. LUCAS METROPOLITAN HOUSING AUTHORITY RESPONSIBILITY**

LMHA shall serve as the lead applicant for the purposes of the Choice Neighborhoods Planning Grant application and the Toledo shall serve as co-applicant.

As lead applicant, LMHA shall have overall responsibility to administer and implement the Grant if awarded by HUD. LMHA will:

- a) ensure that the planning project is carried out in compliance with all HUD requirements (grant agreement) in substantial compliance with the information provided in the grant application;
- b) determine the adequacy of performance under project agreements and procurement contracts;
- c) be responsible for the environmental review and any decision-making and action required for the McClinton Nunn properties;
- d) submit all pertinent documents and reports to HUD as required by the grant agreement; and
- e) access funding through HUD's Line of Credit Control System (LOCCS).

## **4. CITY OF TOLEDO RESPONSIBILITY**

As Co-Applicant, Toledo shall provide as follows:

- a. trained and experienced planning staff to assist in conducting the community planning process, with the combined staff time commitment totaling the equivalent of not less than two full-time equivalents per year;
- b. assist LMHA with the review and analysis of existing relevant planning documents, including the Junction Neighborhood Master Plan;
- c. leverage funds for the grant as stipulated in Toledo's leverage letter attached as Exhibit A and incorporated into this Agreement.
- d. assist LMHA, as needed, in coordination of expertise from relevant city departments, e.g., Planning, Community Development, Public Works, Police,

- Parks and Recreation, and other applicable departments for consultation and information sharing;
- e. assist with community engagement activities in support of the planning process, including community stakeholders and neighborhood residents;
  - f. inform LMHA of plans and projects undertaken by it that will impact and influence the Choice Neighborhoods Initiative; and
  - g. review analysis of data gathered during the plan as a necessary component of the neighborhood Transformation Plan.
  - h. assist LMHA in formulating strategies for the implementation of the Transformation Plan.

## **5. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Each party agrees that it will not discriminate against any customer, employee or applicant for employment because of race, religion, color, sex, age, national origin or disability.

## **6. MODIFICATION**

No waiver, alteration, modification or termination of this Agreement shall be valid unless mutually agreed upon by the parties as set forth in an amendment to this Agreement, expressly stating the intended modification.

## **7. TERMINATION/EXPIRATION**

This Agreement shall terminate upon completion of all obligations of the parties, or after the twenty-four (24) month grant period of the Choice Neighborhoods Planning Grant, or in the event that the grant is not awarded to the LMHA and the City, whichever comes first.

In the event that there is noncompliance with the Agreement or with either parties' obligations under the Grant, the parties agree to give the other party written notice identifying the areas of noncompliance and giving the other party fifteen business days to cure the defect. Only after efforts to resolve differences have been taken can a party terminate the Agreement.

To terminate the Agreement for noncompliance, a Party must give the other party sixty (60) days written notice of its intent to terminate.

## **8. MISCELLANEOUS**

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. Notwithstanding foregoing, the terms of this Agreement shall not be deemed to conflict with, and shall be supplemented by, the terms and conditions of the HUD Grant Agreement, which upon execution by HUD

and the parties shall become part of and incorporated into this Agreement.

The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

This Agreement shall be construed in accordance with the laws of the State of Ohio.

The parties agree that venue for the purposes of any and all lawsuits, causes of action, arbitrations, or other disputes arising from this Agreement shall be in Lucas County, Ohio.

This Agreement may not be assigned, sold, or otherwise transferred by either party.

## 9 EXECUTION

LMHA and Agency certify that the below named individuals have the authority to execute this MOU and have caused this Agreement to be executed, in duplicate original.

### Lucas Metropolitan Housing Authority

By: \_\_\_\_\_  
Joaquin Cintron Vega, President and CEO

Date: \_\_\_\_\_

### City of Toledo: an Ohio municipal corporation

By: \_\_\_\_\_  
Wade Kapszukiewicz, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Law Department

\_\_\_\_\_  
Director, Dept. of Neighborhoods