

ORDINANCE NO. 62-23

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TENANT BASED RENTAL ASSISTANCE AGREEMENT WITH THE MEDINA METROPOLITAN HOUSING AUTHORITY (MMHA) FOR THE PY 2022 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP), AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Tenant Based Rental Assistance Agreement with the Medina Metropolitan Housing Authority (MMHA) for the PY 2022 Community Housing Impact and Preservation Program (CHIP), subject to City of Medina Law Director's final approval.

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That the funds to cover the agreement in the estimated amount of \$16,000.00 are available in Account No. 139-0460-52215, Activity AC-22-06.

SEC. 4: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 5: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 6: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant is already in process; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: March 27, 2023

SIGNED: James A. Shields
President of Council Pro-Tem

ATTEST: Kathy Patton
Clerk of Council

APPROVED: March 27, 2023

SIGNED: John M. Coyne, III
Acting Mayor

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 62-23 ASADOPTED BY SAID COUNCIL ON 3-27-23
Kathy Patton
CLERK OF COUNCIL

Consolidated Annual Contributions Contract
HOME Tenant-Based Rental Assistance
PY2022 City Housing Impact and Preservation (CHIP) Program
City of Medina; Ohio and
Medina Metropolitan Housing Authority

ORD. 62-23
Exh. A

This agreement was made at the City of Medina, Ohio, by and between the City of Medina, Ohio, the Grantee, hereinafter referred to as "City" and the Medina Metropolitan Housing Authority, a body corporate and politic, organized under the laws of the State of Ohio, hereinafter referred to as "Authority" and;

WHEREAS the City has been approved to implement a Tenant-Based Rental Assistance ("TBRA") program to be funded by the HOME Investment Partnership program through the Ohio Department of Development, Office of City Development, City Housing Impact and Preservation (CHIP) Program; and,

WHEREAS the City and the Authority have determined that the best use for these funds is to combine resources with Medina Metropolitan Housing Authority and to utilize the City's City Housing Impact and Preservation (CHIP) program TBRA funding for the first month's rent, security deposit and/or utility deposit or any combination thereof and the Authority's funds to provide monthly rental assistance to low to moderate-income households, and;

WHEREAS the City has been approved to participate in the HOME Tenant-Based Rental Assistance Program created by the Cranston-Gonzalas Housing and Urban Development Act of 1991, and;

WHEREAS the City has determined to pattern its Tenant-Based Rental Assistance Program to the greatest extent possible to correspond with the Section 8 Existing Housing Assistance Payments Voucher Program, and;

WHEREAS the sole differences between the two programs shall be as set forth herein, and;

WHEREAS the Authority is conducting such a Section 8 Existing Housing Assistance Payments Voucher TBRA program, established by the U.S. Housing Act of 1937, as amended, and;

WHEREAS the City wishes to contract with the Authority for the Authority to conduct, manage and carry out the City's Tenant-Based Rental Assistance Program on behalf of the City of Medina, and the Authority wishes to assist the City by performing such services;

WHEREAS upon receipt of an invoice the City will pay the Authority the amount approved to cover the following: first month's rent, security deposit and/or utility deposit or any combination thereof for eligible households as well as Authority fees for implementing the TBRA program; the Authority shall be paid in an amount equal to 10% of the housing assistance payments for implementation costs not to exceed \$1,600.00 (One Thousand Six Hundred Dollars and 00/100); and,

WHEREAS the Authority agrees to provide Rental Assistance to a minimum of ten (10) LMI Households city-wide within the cities of Medina and Brunswick. The total sums paid to the Authority by the City shall not exceed \$16,000.00 (Sixteen Thousand Dollars and 00/100) for rental assistance;

WHEREAS the Term of this Agreement shall begin on the date of its execution and shall terminate no later than **March 31, 2025**; and

WHEREAS all claims for reimbursement for Tenant-Based Rental Assistance incurred during the contract period will be submitted to the City by the Authority no later than **February 28, 2025**, unless this contract is extended by mutual consent with approval from the Ohio Department of Development. The City will make payments to the Authority upon receipt of the proper source documentation required by the CHIP Program.

— **NOW, THEREFORE, it is hereby mutually agreed as follows:**

Definitions

- **ACC.** Annual contributions contract.
- **ACC Reserve Account.** An account established by the City for the TBRA program from amounts by which the maximum payment to the Authority under the consolidated ACC (during an Authority fiscal year) exceeds the amount approved and paid. This account is used as the source of additional payments for the TBRA program.
- **Annual Contributions Contract.** The contract for each funding increment. The City's commitment to making payments for each funding increment ("project") listed in this agreement constitutes a separate ACC.
- **Budget Authority.** The maximum amount of funds available for payment to the Authority over the terms of a funding increment.
- **City.** City of Medina, Ohio.
- **Consolidated Annual Contributions Contract (consolidated ACC).** This consolidated contract for the HOME Tenant-Based Rental Assistance Program. The City's commitment to making payments for each funding increment in a TBRA program constitutes a separate ACC.
- **Contract Authority.** The maximum annual payment by the City to the Authority for a funding increment. The amount of contract authority for each funding increment in a TBRA program is listed in this agreement for the TBRA program.
- **Fiscal Year.** The Authority fiscal year. The funding is listed in this agreement and states the last month and day of the Authority fiscal year.
- **Funding Increment.** (Also called a "Project"). Each commitment of budget authority by the City to the Authority for a TBRA program under the consolidated ACC. The fund increments for the TBRA program are listed in this agreement.
- **Authority.** Medina Metropolitan Housing Authority.
- **HUD.** U.S. Department of Housing and Urban Development.
- **Program Expenditures.** Amounts that may be charged against TBRA program receipts in accordance with the consolidated ACC and HUD requirements.
- **Program Receipts.** Amounts paid by the City for a TBRA program, and any other amounts received by the Authority in connection with the TBRA program.
- **Project.** A funding increment for the TBRA program.
- **Program.** TBRA program.
- **State.** State of Ohio.

TBRA Program. HOME TBRA Program of the City and the Authority.

<u>Project Number</u>	<u>Contract Authority</u>	<u>First Date of Term</u>	<u>Last Date of Term</u>
A-C-22-2CN-2	\$16,000.00	12/1/2022	4/30/2025

1. TENANT-BASED RENTAL ASSISTANCE PROGRAM

- a) Interpretation. It is the intent of the parties that the project which is the subject of this Agreement should be as nearly identical as possible to the Section 8 Existing Housing Assistance Payments Voucher TBRA program now being conducted by the Authority, save and except those differences between the programs set forth and described herein. It is intended by the parties that any and all interpretations of the terms of this Agreement should be made in accordance with this declared intent.
- b) Projects in the Program. The projects in the Program are listed in this agreement in this CACC.

2. Funding for Authority HOME TBRA Program

- a) The funding increments are listed in this agreement for the TBRA program.
- b) The amount of contract and budget authority for each funding increment in a TBRA program is stated in the TBRA program in this agreement.
- c) By giving written notice to the Authority, the City may revise this agreement:
 - 1) To add to the cost amendment project.
 - 2) To remove a project for which the ACC term has expired.

3. Term

- a) This agreement states the first date and last date of the ACC term for each funding increment.
- b) If the first and last date of the ACC term for a funding increment is not entered before the consolidated ACC is signed by the Authority, the City may enter the date subsequently by giving written notice to the Authority.

4. City Payments for Program

- a) The City will make payments to the Authority for a TBRA program in accordance with HUD regulations and requirements and in accordance with the terms of this agreement.
- b) For each Authority fiscal year, the City will pay the Authority the amount approved to cover:
 - 1) Housing assistance payments by the Authority for a TBRA program.
 - 2) Authority fees for the administration of the TBRA program are not to exceed 10% of TBRA funds expended on housing payments.

5. Maximum Payments for Program

- a) Annual Limit. Except for payments from the consolidated ACC reserve account, the City's annual payments for a TBRA program during a fiscal year must not be more than the sum of the contract Authority amounts for the funding increments in the TBRA program.
- b) Limit on Payments for Funding Increment. The total amount of payments for any funding increment over the increment term must not exceed the budget Authority for the funding increment.

6. ACC Reserve Account

An ACC reserve account may be established and maintained by the City. The amount in the account is determined by the City. The ACC reserve account may be used by the City to pay any portion of the TBRA program payment approved for a fiscal year.

7. Separate ACC for Funding Increment

The City's commitment to making payments for each funding increment ("project") listed in this agreement constitutes a separate ACC.

8. Budget and Requisition for Payment

- a) Each fiscal year, the Authority must submit to the City an estimate of the City payments required for the TBRA program. The estimate and supporting data must be submitted at such time as the City may require and are subject to approval by the City.
- b) The Authority must requisition periodic payments on account of each annual City payment, representing that:
 - 1) Housing assistance payments have been made in accordance with contracts in the form prescribed by HUD and in accordance with HUD requirements; and
 - 2) Units have been inspected by the Authority in accordance with HUD requirements.
- c) If the City determines that payments by the City to the Authority for a fiscal year exceed the amount of the annual payment approved by the City for the fiscal year, the excess must be applied as determined by the City. Such applications determined by the City may include, but are not limited to, the application of the excess payments against the amount of the annual payment for a subsequent fiscal year. The Authority must take actions required by the City respecting the excess payment and must, upon demand by the City, promptly remit the excess payment to the City.

9. HUD Requirements

- a) The Authority must comply and must require owners to comply, with the requirements of the U.S. Housing Act of 1937 and all HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.
- b) The Authority must comply with its HUD-approved administrative plan and equal opportunity housing plan.
- c) The Authority must use the TBRA program forms required by HUD.
- d) The Authority must proceed expeditiously with the programs under this consolidated ACC.

10. Use of Program Receipts

- a) The Authority must use TBRA program receipts to provide decent, safe, and sanitary housing for eligible families in compliance with the U.S. Housing Act of 1937 and all HUD requirements. Program receipts may only be used to pay TBRA program expenditures.
- b) The Authority must not make any TBRA program expenditures, except in accordance with the City approved budget estimate and supporting data for a TBRA program.
- c) Interest in the investment of TBRA program receipts constitutes TBRA program receipts.
- d) If required by the City, TBRA program receipts in excess of current needs must be promptly remitted to the City or must be invested in accordance with an agreement between the City and the Authority.

11. Administrative Fee Reserve

- a) The Authority must maintain an administrative fee for the TBRA program. The Authority must credit to the administrative fee reserve the total of:
 - 1) The amount by which TBRA program administrative fees paid by the City for a fiscal year exceed Authority administrative expenses for the fiscal year plus.
 - 2) Interest earned on the administrative fee reserve.

- 3) The Authority must use funds in the administrative fee reserve to pay administrative expenses in excess of TBRA program receipts. If any funds remain in the administrative fee reserve, the Authority may use the administrative fee reserve funds for other housing purposes permitted by State and local law.

12. Depository

- a) Unless otherwise required or permitted by the City, all TBRA program receipts must be promptly deposited with a financial institution selected as depository by the Authority in accordance with HUD requirements.
- b) The Authority must enter an agreement with the depository institution in the form required by HUD.
- c) The Authority may only withdraw deposited TBRA program receipts for use in connection with the TBRA program in accordance with the requirements of the City.
- d) If approved by the City, the Authority may deposit under the depository agreement monies received or held by the Authority in connection with any contract between the Authority and the City.

13. Program Records

- a) The Authority must maintain complete and accurate books of account and records for the TBRA program. The books and records must be in accordance with HUD requirements and must permit a speedy and effective audit.
- b) The Authority must furnish the City with such financial and TBRA program reports, records, statements, and documents concerning the TBRA program at such times, in such form, and, accompanied by such supporting data as required by the City.
- c) HUD and the Comptroller General of the United States, or their duly authorized representatives, must have full and free access to all Authority offices and facilities, and to all the books, documents, and records of the Authority relevant to the administration of the TBRA program, including the right to audit and to make copies.
- d) The Authority must engage and pay an independent public accountant to conduct audits that are required by HUD. The cost of audits required by HUD may be charged against TBRA program receipts.

14. Fidelity Bond Coverage

The Authority must carry adequate bond coverage, as required by HUD, of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.

15. Exclusion from the Program

Single-headed households, pregnant females, and recipients of public assistance may not be excluded from participation in or be denied the benefit of the TBRA program because of such status.

16. Conflict of Interest Provisions

- a) Neither the Authority nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with the TBRA program in which any of the following classes of persons has an interest, direct or indirect, during the tenure or for one year thereafter:
 - 1) Any present or former member or officer of the PHA (except a tenant commissioner).
 - 2) Any employee of the Authority who formulates policy or who influences decisions with respect to a TBRA program.
 - 3) Any member of these classes of persons must disclose the member's interest or prospective interest to the Authority and the City.
 - 4) The requirements of this section may be waived by the City for good cause. No person for whom a waiver is granted shall be permitted to exercise responsibilities or functions with respect to a

contract for housing assistance payments executed, or to be executed, on behalf of, or with respect to a contract for housing assistance payments to which this person is a party.

- b) The provisions of this section do not apply to the depository agreement or to utility services for which the rates are fixed or controlled by a governmental agency.

17. Nondiscrimination in Housing

- a) The Authority shall comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964 prohibiting, discrimination based on race, color, or national origin and Executive Order 11063 with respect to those provisions prohibiting discrimination based on religion or sex and with implementing HUD regulations.
- b) The Authority shall comply with Title VIII of the Civil Rights Act of 1968 which prohibits discrimination in the sale, rental, or financing of housing on the basis of race, color, religion, sex, handicap, familial status, or national origin and with any implementing regulations.
- c) The Authority shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against handicapped persons who would otherwise qualify to participate in the Program, and, where applicable, the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

18. Equal Employment Opportunity

- a) The Authority shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, handicap, or national origin. The Authority shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, creed, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates to pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Authority agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscrimination clause. The Authority will in all solicitations or advertisements for employees for this TBRA placed by or on behalf of the Authority state all qualified applicants receive consideration for employment without regard to race, color, creed, religion, sex, handicap, or national origin.

19. Training, Employment, and Contracting Opportunities for Business and Lower Income Persons

The Authority shall comply with Section 3 of the Housing and Urban Development Act of 1968 and HUD regulations. To the greatest extent feasible, employment and training opportunities in connection with planning and carrying out any project assisted under the Program shall be given to lower-income persons residing without the metropolitan area, in which the project is located, and contracts for work to be performed in connection with any project shall be awarded to business firms which are located in or owned in substantial part by persons residing in the same metropolitan area as the project.

20. The Interest of Member of or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident commissioners shall be admitted to any share or part of this consolidated ACC or to any benefits which may arise from it.

21. Specific Differences

- a) Specific differences between the Tenant-Based Assistance Program which is the subject of this Agreement, and the standard Section 8 Existing Housing Assistance Payments Voucher Program of the Authority are as follows:

- 1) The City shall lend or grant the Authority, in accordance with Chapter 3735.27 et seq. of the Ohio Revised Code, a sum of money sufficient to reimburse the Authority for all expenditures (including Rental Assistance Payments) for one month, based upon an estimate of all funds required to carry out the TBRA program for one month at full occupancy.
- 2) Monthly payments for reimbursement shall be made by the City to the Authority as set forth herein.
- 3) The Authority agrees that it will attempt to absorb any tenants participating in the TBRA program on the date of the termination of this agreement and the City agrees actively to attempt, in good faith, to obtain additional funds for the TBRA program and to secure funds for additional equal programs.
- 4) Vouchers funded in accordance with this Agreement shall be utilized by TBRA program participants within the territory of the City. "Portability" shall not be permitted outside the City.

22. Exclusion of Third-Party Rights

- a) A family that is eligible for housing assistance under the consolidated ACC is not a party to or third-party beneficiary of the consolidated ACC.
- b) Nothing in the consolidated ACC shall be construed as creating any right of any third party to enforce any provision of this consolidated ACC or to assert any claim against HUD, the City, the State, or the Authority.

23. Consolidated ACC

- a) The consolidated ACC is a contract between the City and the Authority.
- b) This consolidated ACC supersedes any previous annual contributions contract for a TBRA program. Matters relating to funding or operation of the TBRA program under a previous annual contributions contract are governed by this consolidated ACC.

City of Medina, Ohio

~~Mayor Dennis Hanwell~~

JOHN H. COYNE - Acting Mayor

3-27-23

Date Signed

Medina Metropolitan Housing Authority

James Sipos, Executive Director

Date Signed

Approved as to Form:

Law Director

3-29-23

Date Signed

Approved as to Form:

MMHA General Counsel

Date Signed

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City of Medina, Ohio

[Handwritten Signature]
 Mayor Dennis Hanwell JOHN M. CAHNE - Acting Mayor

3-27-23

Date Signed

Approved as to Form:

 Law Director

 Date Signed

Medina Metropolitan Housing Authority

 James Sipos, Executive Director

 Date Signed

Approved as to Form:

 MMHA General Counsel

 Date Signed

