

ORDINANCE NO. 16-19

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TENANT BASED RENTAL ASSISTANCE AGREEMENT WITH THE MEDINA METROPOLITAN HOUSING AUTHORITY (MMHA) FOR THE PY 2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP).

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 2018 Community Housing Impact and Preservation Program (CHIP), subject to City of Medina Law Director's final approval of MMHA requested changes.

SEC. 2: That the funds to cover the agreement in the estimated amount of \$33,000.00 are available in Account No. 139-0458-52215, Activity AC-18-05.

SEC. 3: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 4: 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. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: January 28, 2019 **SIGNED:** John M. Coyne, III
President of Council

ATTEST: Patrick Patton **APPROVED:** January 29, 2019
Acting Clerk of Council

SIGNED: Dennis Hanwell
Mayor

ORD 16-19
Exh. A

TENANT BASED RENTAL ASSISTANCE
PY 2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
Medina City, Ohio and
Medina Metropolitan Housing Authority

This agreement including the attached Terms and Conditions is made at Medina, Ohio by and between the City of Medina, Ohio 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 Development Services Agency, Office of Community Development, Community Housing Impact and Preservation Program; and,

WHEREAS, the City and the Authority have determined that the best use for these funds is to combine resources with MMHA and to utilize the City's Community Housing Impact and Preservation Program ("CHIP") TBRA funding for 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 wishes to contract with the Authority to conduct, manage, and carry out the City's Tenant-Based Rental Assistance Program on behalf of the City; and the Authority wishes to assist the City by performing such services; and,

WHEREAS, The Term of this Agreement shall begin on the date of its execution and shall terminate no later than December 31, 2020; and,

WHEREAS, all claims for reimbursement for rental assistance and administrative expenses incurred during the contract period will be submitted to the City by the Authority no later than November 30, 2020 unless this contract is extended by mutual consent with approval from the Ohio Development Services Agency. The City will make payments to the Authority upon receipt of the proper source documentation required by the CHIP Program;

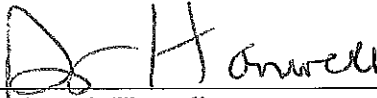
NOW, THEREFORE:

SECTION 1. 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 \$3,000; and,

SECTION 2. The Authority agrees to provide Rental Assistance to a minimum of six (6) LMI Households city-wide within the cities of Medina and Brunswick). The total sums paid to the Authority by the City shall not exceed \$33,000 for rental assistance.

CITY OF MEDINA, OHIO

**MEDINA METROPOLITAN HOUSING
AUTHORITY**



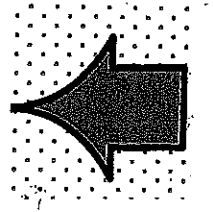
Mayor Dennis Hanwell

James Sipos, Executive Director
Medina Metropolitan Housing Authority

January 30, 2019

Date

Date



Approved as to Form:

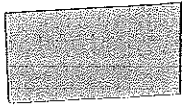
Approved as to Form:

Law Director

MMHA General Counsel

Date

Date



ATTACHMENT
PART II - TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Community shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Community, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Community for damages sustained by the Community by virtue of any breach of the Contract by the Contractor, and the Community may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Community from the Contractor is determined.

2. Termination for Convenience of the City. The Community may terminate this Contract at any time giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Community as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Community may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by between the Community and the Contractor, shall be incorporated in written amendment to this Contract.
4. Personnel.
 - a. The Contractor represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Community.
 - b. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Community thereto: Provided, however, that claims for money by the Contractor from the Community under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

6. Reports and Information. The Contractor, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Community to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Community or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Community.
8. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.
9. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and coded of the State and Local governments, and the Contractor shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
10. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, famial status, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, famial status, 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 of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Community setting forth the provision of this non-discrimination clause.
 - b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, famial status, handicap, or national origin.
 - c. The Contractor will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Community's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Contractor's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Community's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Community's Department of Housing and Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
11. Civil Rights Act of 1988, as Amended. Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
12. Section 109 of the Housing and Community Development Act, as Amended. No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
13. Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
14. Interest of Member of the Governing Body. No member of the governing body of the Community and no other officer, employee, or agent of the Community who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.
15. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.
16. Interest of Contractor and Employees. The Contractor covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.