

RESOLUTION NO. 73-18

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PARTNERSHIP AGREEMENT WITH THE CITY OF BRUNSWICK, TO FILE AN APPLICATION FOR GRANT ASSISTANCE WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR A PY18 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) GRANT, AND TO ACCEPT THE UPDATED POLICIES AND PROCEDURES MANUAL, AND DECLARING AN EMERGENCY.

WHEREAS: The State of Ohio, Development Services Agency, Office of Community Development has established the PY18 Community Housing Impact and Preservation Program (CHIP) Guidelines; and

WHEREAS: The partnership has designated The City of Medina, Ohio to be the Grantee applying to the Ohio Development Services Agency for funding under the PY2018 Community Housing Impact and Preservation Program (CHIP) Grant for funds to be used for housing improvements for low and moderate income homeowners in the Cities of Medina and Brunswick; and

WHEREAS: It is estimated that the total amount of eligible funding for each City is \$350,000.00 making the total grant request \$700,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Partnership Agreement with the City of Brunswick and to file an application for grant assistance from the Ohio Development Services Agency for a PY2018 Community Housing Impact and Preservation Program (CHIP) Grant. The funds from this grant will be used for housing improvements for low and moderate income homeowners in the Cities of Medina and Brunswick. The City of Medina acknowledges that it will be responsible for the entire CHIP grant award, if funded.

SEC. 2: The City of Medina proposes to utilize the requested funds, if awarded, to carry out the following housing activities:

1. Private Owner Rehabilitation approximately **\$373,000**. Approximately **(9)** housing structures in the Cities of Medina and Brunswick will receive housing rehabilitation assistance. Qualifying homeowners will be the owners of single-family, owner occupied structures that are in need of assistance to meet local code compliance and rehabilitation standards. Eligible properties must be located in the City of Medina or City of Brunswick. All loans will be made at a 0% interest, partially forgivable with payback deferred until the owner transfers interest in the property. Funding Source – HOME Funds.
2. Home Repair Assistance approximately **\$210,000**. Approximately **(15)** housing structures in the Cities of Medina and Brunswick will receive home repair assistance. Qualifying homeowners will be the owners of single-family, owner

- occupied structures that are in need of assistance to address one or two major health and safety items. Rental units are not eligible for home repair assistance. All improvements will be made with a grant. Funding Source – CDBG Funds.
3. Tenant Based Rental Assistance approximately **\$33,000**. Approximately (15) families will receive Tenant Based Rental Assistance for first month's rent, security deposit and utility deposit in the City of Medina or City of Brunswick. The Assistance will be in the form of a grant. Funding Source – HOME funds.
 4. Administration approximately **\$82,000**. Administration is requested to reimburse the Community for staff time dedicated to CHIP projects. The funds could also be used to retain program consultants for the grant period. Funding Source – CDBG and HOME Funds
 5. Fair Housing approximately **\$2,000**. Funding Source – CDBG Funds.

SEC. 3: That if the Grant is awarded to the City of Medina, the Mayor is authorized to accept the grant and enter into an agreement with Ohio Regional Development Corporation and the Ohio Development Services Agency for its implementation and administration and execute any and all documentation associated with said grant.

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

SEC. 5: That a copy of the Agreement with Ohio Regional Development Corporation is marked Exhibit B, attached hereto, and incorporated herein.

SEC. 6: That a copy of the updated Policies and Procedures Manual is marked Exhibit C, attached hereto, and incorporated herein.

SEC. 7: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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. 8: That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to comply with Ohio Development Services Agency requirements and deadlines; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____ **SIGNED:** _____
President of Council

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Mayor

RES. 73-18
Exh. A

PY 18 COMMUNITY HOUSING IMPACT AND PRESERVATION
PROGRAM (CHIP)
PARTNERSHIP AGREEMENT

This Partnership Agreement is entered into this 23rd day of April, 2018, by and
Between the City of Medina and City of Brunswick (collectively referred to herein as the
"Partners").

Whereas, the State of Ohio, Development Services Agency, Office of Community
Development has established through the Program Year ("PY") 2018 Community Housing
Impact and Preservation Program Guidelines included in the State of Ohio Action Plan, a
partnership option allowing eligible communities to partner on one single application;

Whereas, the Partners' election to file an application pursuant to a Partnership Agreement
increases the maximum potential funding for each Partner by an additional \$100,000 in excess
of the grant threshold for single applicants;

Whereas, by electing to file an application pursuant to a Partnership Agreement, the
potential total grant award will be \$700,000; and

Whereas, by electing to file an application pursuant to a Partnership Agreement, the
collective application has the potential to gain additional points for partnering.

WHEREFORE, the Partners to this Partnership Agreement hereby agree as follows:

1) The Partners hereby designate the City of Medina as the grantee for the 2018
CHIP Partnership Application (the "Grantee");

2) The Partners hereby agree that this Partnership Agreement specifically relates to the Community Housing Impact and Preservation Grant ("CHIP Grant") and includes all possible funding sources including CDBG, HOME, and OHTF, if awarded.

3) The Partners agree to adopt the City of Medina CHIP Policy and Procedure Manual for the PY 2018 Community Housing Impact and Preservation Grant, if funded.

4) The Partners hereby agree that the City of Medina, as grantee, is responsible for preparing the PY 2018 CHIP Partnership Application, including the Housing Needs Assessment, selection of eligible project activities, and administering and implementing the grant in accordance with Community Development Block Grant, HOME and/or Ohio Housing Trust Funds in conjunction with Ohio Development Services Agency rules and regulations.

1. On December 31, 2015 the Ohio Development Services Agency Office of Community Development issued Policy Number 15-03 which in part requires a separate written agreement for all HOME funded activities. Each HOME written agreement must be signed by the person receiving assistance and the grantee.

In compliance with OCD Program Policy Notice OCD 15-03, the partners agree that the Mayor for the City of Medina, the grantee, is authorized to sign HOME Written Agreements with applicants within their jurisdiction.

The Partners agree that the City of Medina (grantee) will maintain all required records and documents relating to the grant.

5) The Partners hereby agree that the City of Medina will enter into an agreement with a consultant to assist in the application, administration and implementation of the grant on behalf of the partnership in accordance with the Partnership Agreement. Copies of the consultant invoices and Status Reports will be provided to each partner.

6) The City of Brunswick as a partner hereby agrees to the following responsibilities with respect to the activity funds targets and completed within its jurisdiction:

1. Marketing of the CHIP Activities;
2. Tracking and reporting of housing program income to the Office of Community Development, Development Services Agency;
3. Submission of Grant required final payment documentation, which may include, where available, check stubs, contracts, vouchers, invoices and/or cancelled checks for reimbursement, if applicable, to the City of Medina; and

- 7) The Grantee agrees to allocate housing activity funds in the amount shown on Exhibit "A" attached hereto. The amount of funding ultimately spent within each Partner jurisdiction will be determined by the eligible applications received.
- 8) The City of Medina will provide the original mortgages to the respective partner at the conclusion of the grant.
- 9) The City of Brunswick agrees to the following selection criteria:
- Owner Home Repair applications will be first-come first-serve within each Partner's jurisdiction first and then, if funding remains, within the grant service area.
 - Private Owner Rehabilitation applications will be ranked according to the Medina City Policy and Procedure Manual within each Partner's jurisdiction first and then, if funds remain, within the grant service area.
 - TBRA applications will comply with the local housing authority selection process.
- 10) The City of Brunswick agrees to elect to choose the following finance mechanism:
- Owner-occupied Home Repair will be a grant.
 - Tenant-Based Rental Assistance will be a grant.
 - Private-Owner Rehabilitation will be a five-year declining partially forgivable loan with fifteen percent (15%) remaining due and owing whenever the home is sold, rented or transferred.
- 11) This Partnership Agreement will take effect and be in force from the date of full execution and remain in effect until the CHIP Grant funds are expended and the funded activities are complete and closed out with the State of Ohio.
- 12) The Partners agree that neither the Grantee nor the Partners may terminate or withdraw from this Partnership Agreement while it remains in effect.
- 13) The Partners hereby agree to designate one representative from their respective jurisdictions to be appointed to a Planning Committee to represent their respective interests in the Grant. The Planning Committee will meet about 30 days prior to each milestone identified on the CHIP Program Activity Milestone Chart, in an agreed upon venue (conference call or on site) to review the progress of the PY2018 grant.
- 14) The Partners hereby agree that it is essential for future funding to meet outcomes set forth in the grant agreement and therefore, the Grantee will review the progress of each Partner throughout the term of the Grant. Any lack of progress or insufficient applications for particular activities will be discussed between the Partners.

15) The Partners agree that if the Planning Committee unanimously determines that there is a need to reallocate the budget as attached hereto as Exhibit A, such budget will be amended to reflect those changes, upon approval by each Partners' respective City Manager/Safety Director or Mayor. In the event unanimous consent is not obtained, the Grantee shall have final authority to make reallocations to the budget.

16) The Partners are obligated to take all actions necessary to assure compliance with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.

17) The Partners agree that CHIP Grant funds are prohibited for activities in, or in support of, any cooperating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes Grantee's or the Partners' actions to comply with fair housing certification.

18) The Partners agree that Annual Income will be used to determine program eligibility. Annual Income is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. The Partners will use the Section 8 Annual Income method as defined in 24 CFR 5.609 as the basis for determining annual gross income for applicant qualification for all program activities.

19) This Partnership Agreement does not contain a provision for veto or other restriction that would allow any Partner to obstruct the implementation of the CHIP Program during the period covered by this Partnership Agreement, which is SEPT. 1, 2018 up to and including December 31, 2020.

WHEREFORE, the undersigned hereby executed this Partnership Agreement as of the dates indicated below.

CITY OF MEDINA



Mayor Dennis Hanwell

CITY OF BRUNSWICK



Brunswick City Manager Carl DeForest

APPROVED AS TO LEGAL FORM

LAW DIRECTOR

PY 2018 CHIP PARTNERSHIP STRUCTURE NARRATIVE

Grantee: City of Medina Partner(s): City of Brunswick

Administrative Consultant: Ohio Regional Development Corporation

The City of Medina and the City of Brunswick are partnering together for the Program Year 2018 Community Housing Impact and Preservation (CHIP) Program to improve and protect the supply of sound, serviceable, and affordable owner and renter occupied housing stock in The Cities of Medina and Brunswick. The service area will be The City of Medina and the City of Brunswick. Ohio Regional Development Corporation (ORDC) will be the administrative consultant for all partners. ORDC's Housing Specialist will administer the daily grant duties while the President and Grants Director will provide the oversight.

Grant Fund Distribution:

The City of Medina is applying for a grand total of \$700,000 with the following breakdown of activities:

Rehabilitation Assistance- Owner Rehabilitation	\$ 373,000, 9 units
Repair Assistance- Owner Home Repair	\$ 210,000, 15 units
Tenant-Based Rental Assistance	\$ 33,000, 6 units
Administration	\$ 84,000

Funds are being applied for and budgeted in this partnership using the State of Ohio, Development Services Agency methodology. This grant budget is \$350,000 for the City of Medina (Grantee Partnering City within County with population above 15,000), and \$350,000 for the City of Brunswick (Partnering City within County with population above 15,000), for a grant total of \$700,000. The budget breakdown is as follows:

Please Note: In no instance will the State of Ohio's Maximum amount of assistance be exceeded for any activity. As the Grant nears completion, it is probable there will be available funds remaining in each Partner's Budget, for Rehab and Repair Assistance, at that time, those remaining funds will be compiled and committed to the next available, eligible project in the Partnership.

City of Medina: \$350,000

Rehabilitation Assistance- Owner Rehabilitation	\$186,500, 4 units
Repair Assistance- Owner Home Repair	\$ 105,000, 8 units
Tenant Based Rental Assistance	\$ 16,500, 3 units
Administration	\$ 42,000

City of Brunswick: \$350,000

Rehabilitation Assistance- Owner Rehabilitation	\$ 186,500, 5 units
Repair Assistance- Owner Home Repair	\$ 105,000, 7 units
Tenant Based Rental Assistance	\$ 16,500, 3 units
Administration	\$ 42,000

Re-Structure of Funds: The City of Medina/City of Brunswick Partnership is focused and committed to meeting the State's new Milestone deadlines. Therefore, the proceeding budget details the plan of implementation. However, if funds must be "moved" between Partners to assure the Medina/Brunswick Partnership CHIP Grant meets those deadlines, those changes will be made. Regular progress assessments will be made of each of the partner's funds with State's mandatory Milestones. If necessary, "re-organization" of uncommitted funds will take place to meet mandatory milestones. Uncommitted funds will be committed by whichever partner can utilize them immediately to complete the work by the PY 2018 grant milestones and deadlines. The ultimate goal

PY 2018 CHIP PARTNERSHIP STRUCTURE NARRATIVE

of the Partnership is to assist residents of Medina and Brunswick with making their homes decent, safe, serviceable and affordable while assuring all regulations and milestones are met.

Progress Assessment: To assure all partners meet their projected outcomes and budgeted grant funds, reports will be completed and provided to all the partners by the administrator on a monthly basis. This will promote regular oversight by all parties, as well as present the status of funds and the progress of each partner. The method will ensure projected outcomes will be achieved and budgeted funds will be expended.

Checks and Balances: Monthly progress reports will be used for Checks and Balances. By providing monthly progress reports, it will allow all Partners to be aware of the progress, commitments and any re-organization of funds, if necessary. Nonetheless, the partnership is not concerned about partners meeting their budgets and goals. The City of Medina has completed many CHIP grants within State deadlines in the past, as has the City of Brunswick. The Cities of Medina and Brunswick partnered for the PY 2016 CHIP grant and are excited to partner again. This Partnership will be a team effort to assure a successful completion of the PY-16 CHIP grant and to serve the citizens of the Cities of Medina and Brunswick.

Res. 73-18
Exh. B

**Contract for Administrative Services for
PY2018 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
Between CITY OF MEDINA and Ohio Regional Development Corporation**

THIS AGREEMENT, made and entered into by and between the City of Medina (hereinafter called the "Grantee") and the Ohio Regional Development Corporation (hereinafter called "the Consultant"), a non-profit corporation engaged in community and economic development, planning and housing, and located in the City of Coshocton, Ohio.

WHEREAS, the Grantee, is applying for PY 2018 Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD) for the purpose of addressing local housing needs;

WHEREAS, Grantee and Consultant understand this agreement is contingent on PY 2018 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD);

WHEREAS, OCD Policy 15-02, 2 CFR 200.320, authorizes the Grantee to hire an administrative consultant, and those services are detailed in this contract for administrative services;

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

I. SCOPE OF WORK TO BE COMPLETED BY THE CONSULTANT:

The expected product of Community Housing Impact and Preservation Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program) and the Department's HOME Program, as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

These requirements include but are not limited to the ability to:

A. Grant Application Preparation & Release:

- Prepare the Community Housing Impact and Preservation (CHIP) Program application, including all required forms, resolutions, public hearings, budgets, administration/implementation summaries, and all other requirements for meeting OCD guidelines and deadlines.
- Schedule, conduct and oversee Housing Advisory Committee (HAC) meetings and/or necessary planning process in accordance with OCD guidelines.
- Prepare a complete CHIP application for City of Medina to be submitted to the ODOD/OCD by May 4, 2018. In addition, have the application submitted to the City of Medina Commissioner's Office prior to the deadline for review and approval.
- Complete the Environmental Review Tier-1 record for the complete project according to ODOD/OCD guidelines, as well as, necessary forms for the Release of Funds to OCD.
- Prepare any necessary Policy Manual Update.

- Once funding has been awarded, schedule, publicize, and conduct public meetings to announce the availability of funds through the program.

B. Client Application Intake, including Fair Housing:

- Develop an application process to solicit potential participants
- Assess their qualifications, their need, and their suitability to participate in the program.
- Assure compliance with all grant regulations.
- Establish a system to certify contractors to work in the Program.
- Conduct housing counseling sessions with participants.
- Conduct Fair Housing training sessions with participants.

C. Recordkeeping and Closeout:

- The Consultant shall Establish, provide and maintain a record-keeping system acceptable to the Ohio Development Service Agency, Community Services Division, Office of Community Development.
- Maintain all records for four years following the completion of the grant.
- The Consultant shall administer the Grantee's Housing Revolving Loan Fund in accordance with all Housing Revolving Loan fund regulations.
- Shall Provide, as needed, a written report detailing the status of the Grantee's projects.
- Complete all reports required by OCD.
- The Consultant shall assist with all Monitoring visits and work to provide required data for those visits.
- Handle subordination requests, and make a recommendation to the Grantee
- Following Close out of the Grant, the Consultant will assist in doing follow-ups that relate to audits, monitoring visits and client questions.

D. Rehabilitation Inspection Services:

- Establish and maintain a program oversight effort to inspect the homes to be rehabbed before work is begun, during construction, and after construction is complete, but before payments have been approved.
- Perform preliminary feasibility inspections of selected dwellings to establish rehabilitation viability.
- Schedule inspections for lead paint, plumbing, and furnaces as needed.
- Undertake a "walk-through" of the projects with selected contractors.
- Provide the City's Housing staff and officials with written specifications and cost estimates for projects
- Conduct contractor tours of proposed projects.
- Review contractor bids and submit the "lowest and best" bid recommendation on each.
- Conduct interim inspections to assure work is being properly undertaken and assist with any necessary day-to-day administration of the project, including all Lead Hazard Reduction activities, as well as assure progress payments are justified for all projects.
- Inform the City of any contractor in non-compliance with contract specification, and/or lack of good workmanship including the need to remove a contractor from project(s) if necessary, understanding that the City retains sole authority to suspend a contractor.
- Undertake clearance testing for Lead Hazard final inspection and authorize final payments on all projects
- Approve all contractor requests for payment and approve change orders
- Provide the City with copies of documentation generated by the Housing Rehabilitation Specialist in the completion of his contractual obligations.
- Be available for telephone consultation at appropriate and convenient times.

- Specialist will hold a license for Lead Risk Assessment.
- Meet as needed with homeowners, contractors and City staff to provide documentation/information for dispute resolution, if needed.
- Provide City staff with technical updates, documents, and materials relative to Rehabilitation standards.
- Provide before and after photos of the project
- Obtain contractor Liability and Workers Comp. Certificates as required.

E. FAIR HOUSING PROGRAM

The expected product of the City's Fair Housing Program shall meet, at a minimum, the requirements of the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program (Small Cities Program), as well as, the Ohio Development Service Agency, Community Services Division, Office of Community Development (OCD).

The requirements include, but are not limited to, the ability to:

- Schedule, publicize and conduct public meetings in communities benefiting from Community Housing Impact and Preservation Program funds per the requirements of HUD.
- Act as the City's representative on all matters related to fair housing efforts as directed by the City; Sandy Davis shall serve as the City's Fair Housing Coordinator who will receive complaints and forward them to ORDC who will coordinate efforts with the appropriate regional office of the Ohio Civil Rights Commission.
- Provide printed fair housing information to all CHIP Program participants/applicants as well as the required number of outside agencies/organizations for outreach.
- Provide reports, as needed, to designated individuals or offices, detailing Fair Housing activities undertaken in and for the City.
- Coordinate, conduct and prepare documentation of required training sessions.

F. Public Liability Insurance

The Consultant shall carry Public Liability Insurance in the amount of \$1,000,000 (1M), including protection for bodily injury and property damage, with a combined single limit of \$500,000. The Consultant shall also maintain Automobile Liability Insurance providing limits of \$500,000 per occurrence, and, the Consultant shall provide Worker's Compensation Insurance. The Worker's Compensation Insurance shall provide coverage under the Compensation Act of Ohio and shall provide employer's liability insurance in the amount of \$100,000. At the request of the Grantee, the Consultant will supply Certificates of Insurance detailing the above coverages prior to the commencement of any work. The certificate(s) will be issued by a carrier(s) authorized to do business in the State of Ohio.

II. ACTIONS BY THE GRANTEE

The Grantee shall provide the Consultant with timely policy decisions as they are necessary to move forward with grant projects. The Consultant shall not be held responsible for delays resulting from the failure of the Grantee to provide timely and appropriate policy direction or decisions.

The Grantee grants the exclusive right to the Consultant to act as its agent in applying for, administering and implementing the PY2018 CHIP grant, as well as Revolving Loan Funds (RLFs) used in the CHIP Program. This exclusive right does not include any other grants that the City or other local agencies are currently applying for, or may apply for, in relation to their current programs.

III. TIME OF PERFORMANCE

The services of the Consultant will begin with the preparation of the grant application, and will terminate following the preparation of the final performance report. Post grant management will continue for two years following the completion of the grant.

Application Submission Deadline: May 4, 2018 by 11:59pm

Grant Award: September 1, 2018

Grant Work Completion Date: October 31, 2020

Final Draw Submission Date: November 30, 2020

All Funds expended: December 31, 2020.

The Consultant shall comply with OCD's new milestones timeline for commitment, expenditure and completion of funds.

IV. COMPENSATION

Administration and project soft costs shall be computed on the basis of the payment of fees schedule. Billing for the administration will be done every quarter. Soft costs will be paid on a per project basis upon the project completion. These rates include cost of operation such as employee benefits, office costs, etc.

ADMINISTRATION: 12% of the grant charged per line item

The City of Medina will be eligible to apply for \$700,000 for PY 2018 funding, therefore allowable administration would be 12% of the grant, charged per line item equaling \$84,000. Ohio Regional Development Corporation's charge for administration would be \$74,000 of the available administration dollars. This would allow the City of Medina \$10,000.00 for administration costs.

CITY OF MEDINA \$10,000

- **Program Administration:** The administration dollars of \$10,000.00 would be used to cover costs associated with the implementation of the grant. (Example would be the cost of Preparing Purchase Orders and providing office expenses, etc.)

OHIO REGIONAL DEVELOPMENT CORPORATION \$74,000

- **Grant Application:** The charge for application preparation is \$10,000. This figure is included in the overall administration portion of the grant. This will cover the costs associated with the entire grant application process.
- **Environmental Review/Release of Funds:** The charge to assure compliance with the Environmental Review process and prepare the Release of Funds is \$10,000.
- **Project Walk-Away Costs:** If ORDC is handing the full administration of the CHIP grant, project walk-away costs, if any, would be reimbursed to the grant from ORDC's administration.
- **Project Administration:** The administration dollars of \$52,000 (approximately 7.4%) would be used for the general administration of grant line items. As well as post grant management, monitoring, reporting and more.
- **Fair Housing:** The charge for Fair Housing for the CHIP grant would be \$2,000. This cost covers compliance for the entire grant period.

The Project Administration amount is computed on the basis of the following schedule of hourly rates for employees engaged in the work:

Director	\$115.00
Staff members	\$95.00

However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative dollars.

The CHIP Program Budget requires the applicant to identify and budget administrative costs. For more information, please see the HOME and CDBG requirements outlined in 24 CFR Part 92.207, 24 CFR Part 570.206, and Notice CPD 96-09. Costs that are necessary to manage the program, but which cannot be reasonably tracked to the delivery of a specific service to a specific client or dwelling are considered administrative costs. Administrative costs relate to general program management, coordination, monitoring, evaluation, and oversight activities. The following are criteria that must be considered when filling out the budget:

- Total Administrative Costs cannot exceed 12 percent of the dollar amount of the total CHIP Program request.
- HOME Administration cannot exceed 10 percent of HOME funds.
- Administration is an eligible budget category for all housing activities.
- Charges to walk away units or when a national objective is not met, must be charged to administration.

Eligible administrative costs are costs associated with the overall CHIP Program grant. These costs may include:

- Training
- Legal fees
- Environmental review
- Citizen participation
- Bookkeeping
- Office rent
- Supplies
- Equipment and maintenance
- Other eligible administrative costs include:
 - Creating and managing general program files/databases,
 - developing program policies, procedures and forms,
 - preparing program reports and written notices to occupants,
 - supervising staff with administrative duties,
 - managing agreements or third-party contracts to administer the CHIP Program,
 - counseling/referring program participants,
 - marketing programs,
 - monitoring and evaluating program performance,
 - mileage,
 - postage and
 - copies

SOFT COSTS (FKA IMPLEMENTATION)

Ohio Regional Development Corporation would charge 100% of the applicable soft cost for each project for which ORDC provided application intake/file management and rehabilitation inspector services (50% of the soft costs respective for each service).

Rehabilitation Project (Owner & Rental) = 16% of Project Cost

Home Repair Project (Owner & Rental) = 22% of Project Cost

Homeownership = 18% of Project Cost

New Construction = \$2,000 per unit

Example:

Private Owner Rehabilitation- Project Cost = \$30,000

16% of project cost = \$4,800

The 16% Soft Costs will cover the following duties:

- Creating and managing specific case files/databases of projects under contract.
- Preparing, filing, recording legal/financial documents for specific eligible cases.
- Inspecting and testing dwellings (including all of the inspections and tests in the RRS, LBP inspections, Risk Assessments and Clearance Testing).
- Preparing specifications/work write-ups.
- Managing the contractor procurement process.
- Monitoring and managing the construction process and the private contractors.
- Responding to client's complaints.
- Costs associated with credit reports and title searches.
- Counseling of the specific clients assisted through a CHIP primary activity.
- Relocation of households during the construction process.
- OHPO Clearance

Soft costs will be warranted by the rate of \$95 per hour, not to exceed the above stated percentages. The Consultant has found that with many projects in the past, more hours are put into a project than what is compensated for the project. **However, the Consultant never asks for additional compensation beyond what the grant allows for in its administrative/implementation dollars.**

PROJECT HARD COSTS

Ohio Regional Development Corporation provides the following tests for each project as part of our services. The below charges will be fees charged to the project.

1. Final Lead wipe and visual clearance for all DPA, Rental Rehab, and Owner Rehab projects 1978 and older. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
2. Final Lead wipe and visual clearance for all Home Repair projects \$5000.00 or greater and built in 1978 or prior and has any paint disturbed as a result of the programs work. \$350.00 per project/clearance (Includes shipping, lab fees, labor, materials, and reports)
3. Pre and Post Combustion Appliance testing for all DPA, Rental, and Owner Rehab projects that have any combustion appliances. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with an Combustion analyzer.
 - Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector
 - Air Conditioning Refrigerant Leak testing if applicable.
4. Pre and Post Combustion Appliance testing for all Home Repair and Emergency Repair projects where combustion appliances are replaced or appear to have safety issues. \$200.00 per test (pre/post)
 - Testing of all combustion appliances with a Combustion analyzer.
 - Draft testing with a draft gauge.
 - Forced air furnace temperature rise.
 - Testing of all gas lines with a Leak Detector
 - Air Conditioning Refrigerant Leak testing if applicable
5. Ohio Regional Development Corporation does not perform Lead Risk Assessments. We sub-contract this service. It is competitively bid each year for all the Communities we provide services. This

allows for the best possible rate. This cost is billed to the project as a project cost. Average cost is \$400.

Post Grant Management:

Following the close out of the grant, Ohio Regional Development will assist in doing follow ups that relate to audits, monitoring visits, and client questions. This will be done for a period of 2 years. This 2 year follow up is covered in the administration fee and this includes mortgage subordinations. Note, clients have a warranty period of one year on their work.

V. GOVERNMENTAL REGULATIONS

The Consultant shall be bound by the various Federal and State regulations as they relate to the scope of services tendered herein. A compilation of said laws/ regulations is as follows.

VI. TERMINATION OF CONTRACT

Either party may terminate this exclusive franchise agreement at any time.

VII. INVALIDITY OF PART OF CONTRACT

In the event any portion of this contract is deemed to be voided by a controlling court of law, such partial invalidity shall not affect the other portions hereof.

VIII. SEGREGATED FACILITIES

The Consultant (contractor) will not maintain any facility which is provided for their employees in a segregated manner, or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

IX. CONFLICT OF INTEREST

The Consultant will abide by the provision that no member, officer or employee of the grantee or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

X. COPELAND "ANTI-KICK BACK ACT"

The Consultant agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Relations (29 CFR, Part 3). The Consultant shall not induce, by any means, any person employed in the construction, completion or in any repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XI. INTEREST OF CERTAIN FEDERAL OFFICIALS

The Consultant agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The Consultant certifies that the Consultant will not request or receive any remuneration under this contract, or any bonus or commission, for the purpose of obtaining or soliciting: (1) HUD approval of applications for additional assistance; or (2) Any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation. Reasonable fees for bona fide technical, consultant, managerial services or services of a similar nature are permitted and eligible as program costs.

XIII. "SECTION 3" CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

During the performance of this contract, the Consultant agrees as follows:

1. 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 & Urban Development, and is subject to the requirements of Section 3 of the Housing & Urban Act of 1968, as amended, 12 U.S.C. 170. 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 of work in with the project be awarded to business concerns, which are located in substantial part by persons residing in the area of the project.
2. 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 & Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department of Labor 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.
3. The Consultant 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 workers representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Consultant will include this Section 3 in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of any regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant 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 requirements of these regulations.
5. Compliance with provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, 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 on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

XIV. CIVIL RIGHTS ACT OF 1964

Under Title I of the Civil Rights Act of 1964, no person shall, on the grounds of race, color 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.

XV. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin, 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.

XVI. "SECTION 504" AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The Consultant (contractor) will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

The Consultant (contractor) agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Consultant (contractor) agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the Consultant's (contractor's) non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

The Consultant (contractor) agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultants obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Consultant (contractor) will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Consultant is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The Consultant (contractor) will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more, unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XVII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audits, examinations, excerpts and/or transcripts.

XVIII. ADMINISTRATIVE OVERSIGHT

Sandy Davis, CDBG Grants Administrator, will be the local government representative for providing oversight to the Ohio Regional Development Corporation. There will be detailed reports provided, as needed, from the program administrator describing the status of each program and its funds. There will be a constant flow of communication between the two agencies to insure that the grant is being implemented properly, and in a timely manner.

AUTHORITY FOR THIS AGREEMENT

THIS AGREEMENT is authorized by appropriate action of the City Council of Medina, OH as approved on January 23, 2018.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date following each signature.

ATTEST:

Sherry Crow

FOR: City of Medina Meyer Dennis Hannell

Dr. Hannell 3-14-18
Mayor Date

[Signature]

FOR: Ohio Regional Development Corporation

Dale W. Hartle
Dale W. Hartle, President Date

X. ACTIVITY SPECIFIC ELEMENTS

Res. 73-18
Exh. C

TENANT-BASED RENTAL ASSISTANCE

A. ACTIVITY DESIGN

1. NARRATIVE DESCRIPTION OF ACTIVITY TO BE UNDERTAKEN

Tenant-Based Rental Assistance (TBRA). Funds will be available to assist low to moderate (LMI) income households by providing first month's rent, security deposit and/or utility deposit.

2. LOCATION OF ACTIVITY

The program will operate within the City of Medina. No target areas are specified.

3. STATEMENT OF PURPOSE FOR ACTIVITY AND NATIONAL OBJECTIVE:

The primary purpose of this activity is to alleviate homelessness by assisting clients with obtaining affordable housing. Since the program will only be available to assist low income clientele, the National Objective of Benefiting Low to Moderate Income Households will be satisfied.

4. TARGET POPULATION

In order to be eligible for assistance, an applicant household must meet all the following minimum criteria:

- Have a total household income at or below 60% of HUD Section 8 median family income limits (based on household size) for Medina County (see Section II, Income Eligibility).
- Demonstrate need for financial assistance to avoid or alleviate homelessness.

5. DESCRIPTION OF HOUSING STANDARDS OR CODES

The proposed City of Medina CHIP Activity for Tenant-Based Rental Assistance (TBRA) will follow HUD-HQS standards to define the suitability of a rental unit for clientele.

6. DESCRIPTION OF REQUIRED PREPLANNING OR RELATED DESIGN ELEMENTS TO BE ADDRESSED

The current waiting list for Housing Choice Voucher Program assistance from Medina Metropolitan Housing Authority (LMHA) has over 1,400 clients. Potential clients currently wait approximately 3.5 years to receive assistance. Most renters needing assistance are families, the elderly, and/or disabled with very low incomes. Currently, 1083 residents receive assistance through MMHA's Housing Choice Voucher Program, with approximately 502 households assisted.

MMHA manages one public housing property. The property is designated for elderly and/or persons with disabilities. There are 84 units and there is approximately and two (2) year waiting list.

MMHA offers an Emergency Department to assist families experiencing a housing crisis. MMHA secures grants to provide emergency rental assistance to prevent homelessness or re-house families experiencing homelessness. The amount of funding available in 2013 and 2014 was significantly less due to a decrease in grant funds available. MMHA expects another decrease in funding during 2015. The demand for services continues to increase.

Operation: HOMES, the only homeless shelter in Medina County, had a waiting list throughout all of 2013.

DESCRIBE THE COMMUNITY'S RENT AFFORDABILITY REQUIREMENTS.

MMHA does not conduct rent surveys, but does check units for rent reasonableness. Generally, the current rent levels tend to be higher than the current FMRS.

DESCRIBE HOW THE COMMUNITY PROGRAM DESIGN DOES NOT EXCEED HUD'S RENT AFFORDABILITY REQUIREMENTS OR CREATE A HOUSING COST BURDEN.

The City of Medina program will keep rents at or below 30% of the client's monthly gross income by its design.

DESCRIBE THE STRATEGY FOR ENSURING THAT HOMELESSNESS WILL NOT RESULT WHEN THIS SHORT-TERM RENTAL SUBSIDY PROGRAM TERMINATES (EXIT STRATEGY).

The Medina Metropolitan Housing Authority (MMHA) has provided assurances to the City of Medina that all applicants will be screened for motivation and ability to afford housing on an ongoing basis. Since the program provides for initial costs, applicants will have to demonstrate an ongoing ability to pay prior to application approval. The MMHA provides ongoing case management as needed to any household that receives cash assistance. Any household having received assistance is eligible to apply for additional MMHA programs as they become available.

DESCRIBE THE MINIMUM TENANT CONTRIBUTION AS WELL AS THE METHOD FOR SUBSIDY CALCULATION AND ADDRESS HOW THE COMMUNITY PROGRAM DESIGN WILL COMPLY WITH THE HOME REGULATIONS.

The Medina Metropolitan Housing Authority (MMHA) will use up to 30% of the tenant's monthly gross income for housing expenses. MMHA will utilize the City of Medina's TBRA Activity funds to provide first month's rent, security deposit, utility deposit and/or any combination of the three. MMMA will perform the subsidy calculation on behalf of the City of Medina by following its already established procedures which include taking 30% of the monthly income to the payment standard. The City of Medina program design will comply as required with HOME regulations. MMHA has been responsible for

providing services to the homeless for many years; which includes cooperation and compliance with HUD regulations. MMHA has experiencing with verifying incomes/assets and calculating subsidy portions as it manages the Housing Choice Voucher Program, public housing, Section 8 New Construction, Shelter Plus Care, and other income based programming.

7. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN IMPLEMENTING THE ACTIVITY AND ROLES OF THE STAFF INVOLVED IN THE IMPLEMENTATION

The local housing authority serves as a central intake point for households in crisis in Medina County. The standard intake process will be utilized which includes a diversion assessment and an intake assessment. Third-party documentation will be collected to verify income and assets. A client's ability to afford rent ongoing will be determined by comparing all income sources to all expenses. A copy of the Lease will be maintained in the file. MMHA administers other sources of funds to assist households in crisis; this activity will allow the Housing Authority to assist more applicants.

The Deputy Director at Medina Metropolitan Housing Authority (MMHA), the Program Manager, the Case Manager, and the Program Administrator will coordinate closely to ensure the success of the program. The MMHA Case Manager will receive and process applications and determine eligibility. The Deputy Director and the Program Manager will oversee the program, conduct case reviews for compliance, and conduct outreach activities. The Program Administrator will oversee all accounting aspects of the program including completion of required reporting of the CHIP Program.. The MMHA HCVP HQS Inspector will be responsible for inspections of the rental units to assure compliance with HUD-HQS. The Program Administrator will process status reports, close-out project files, and finalize and close-out program files. See the summary chart below:

Position/Title	Responsibilities
Program/Project Manager	Overall Program Management
City of Medina Program Administrator	Coordination of all CDBG/HOME related financial transactions/and oversight on all CHIP consultant/contractor procurement matters
MMHA Staff	Program marketing and administration; Coordination and administration of all local activities, including intake, eligibility.
MMHA HCVP HQS Inspector	Housing Inspections, lead risk assessments, and management
City of Medina Program Administrator	Reporting and close-out of CHIP funding for TBRA.

B. CLIENT SELECTION

1. POLICIES AND PROCEDURES FOR DETERMINING THE CLIENT SELECTION PROCESS AND IMPLEMENTATION

See general eligibility guidelines. Clients selected will meet the eligibility requirements for the CHIP Program.

2. ADDITIONAL POLICIES AND PROCEDURES FOR CLIENT SELECTION AND IMPLEMENTATION:

Applications and inquiries regarding the program will be made to the Medina Metropolitan Housing Authority (MMHA). Staff for MMHA will review each application for eligibility and participation in the program. Only applicants meeting the minimum requirements for program eligibility will be considered. Clients will be assisted on a first-come-first served basis. Once the application has been reviewed and eligibility determined a copy of the file shall be forwarded to the CHIP Program Administrator for final approval and processing of the reimbursement.

Grant funds will be reserved for households which are low income (60% or less of median family income). Following the funding award, any households currently on file with MMHA and living in Medina City will be informed of the availability of these funds.

Eligibility will include that any low to moderate income individual or family in need of housing including homeless or at imminent risk of homelessness defined as having to vacate current housing within 14 days with no identifiable housing and no resources to establish housing. Applicants will need to demonstrate an ability to afford housing ongoing. Consideration will be given to households that are at imminent risk of homelessness but have circumstances which may fall outside of regular procedure.

C. LIMITS OF ASSISTANCE

1. GENERAL LIMITS:

No household may receive assistance more than once in a grant period. The limits of assistance for the CHIP Program are defined as first month's rent, security deposit and utility deposit. Limits of assistance are also defined by current following "Fair Market Rents", which will be part of the program guidelines.

Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$493	\$592	\$750	\$1,005	\$1,037

2. COMBINED ACTIVITY LIMITS:

This activity is not eligible to be combined with any other CHIP Activity; therefore, no combined activity limits have been set, nor are necessary.

3. PROCEDURES FOR IMPLEMENTATION:

The Case Manager at the Medina Metropolitan Housing Authority (MMHA) will determine income eligibility and the amount of subsidy based on the client's income, family size, and the cost of rental housing available to the client. Depending on the needs of the applicant, a subsidy may be determined necessary. MMHA will provide other funds to be used to supplement the rent of the property if need is greater than this activity can provide.

D. FINANCE MECHANISM

Financial assistance will be available to qualified tenants (those households with incomes at or below 60% of the area median income) in the form of a grant. No interest will be charged and repayment will not be required.

The financing terms are attractive enough to encourage participation in the program. Subordination of the Mortgage does not apply to this activity as no lien will be recorded against the property for this type of assistance.

E. AFFORDABILITY/HOUSING COST BURDEN

The grants that will be available to low income households will enable participants to obtain their own home or apartment that they might not otherwise be able to afford.

There will be no Program Income generated from this activity.