

RESOLUTION NO. 2019-8

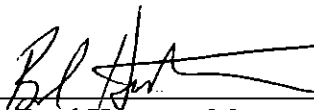
A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNITY HOUSING IMPACT AND PRESERVATION PARTNERSHIP (CHIP) AGREEMENT BETWEEN THE CITY OF HURON, ERIE COUNTY, THE CITY OF SANDUSKY, AND THE CITY OF VERMILION IN SUPPORT OF AN APPLICATION TO THE STATE OF OHIO FOR CHIP PROGRAM FUNDING.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to execute a Partnership agreement between the City of Huron, Erie County, the City of Sandusky, and the City of Vermilion to support the application to be submitted by Erie County on behalf of the partners in efforts to secure CHIP program funding, specifically for the inclusion of potential funding in the amount of \$300,000.00 for the City of Huron.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.



Brad Hartung, Mayor

ATTEST: 
Clerk of Council

12 FEB 2019

ADOPTED: _____

Community Housing Impact and Preservation Partnership Agreement

between

Erie County, City of Sandusky, City of Huron and City of Vermillion

WHEREAS, Erie County, City of Sandusky, City of Huron and City of Vermillion (Partners) wish to address various housing needs of low and moderate income residents of the county and cities; and

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments under its Program Year 2019 Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs; and

WHEREAS, the Partners are eligible to apply for CHIP funds from the State of Ohio;

WHEREAS, OCD encourages local CHIP eligible communities to request funds as partners in one application; and the Partners desire to file a combined application under the CHIP Program to receive financial assistance to address needs, prioritized by the local Housing Advisory Committee;

NOW, THEREFORE, the Partners hereby agree to the following terms of this Partnership Agreement (Agreement):

1. Erie County has agreed to serve as the single applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded.
2. Erie County is responsible for submitting the CHIP grant application in cooperation with the City of Sandusky, City of Huron and City of Vermillion, including procuring an administrator who shall conduct the detailed tasks of the planning process.
3. Erie County agrees to implement the PY2019 CHIP, if funded, in compliance with Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Ohio Housing Trust Fund (OHTF) requirements, the State of Ohio Consolidated Plan, the CHIP program guidelines, and this Agreement.
4. This Agreement applies to any funds awarded from the State of Ohio PY2019 CHIP program. This Agreement remains in effect until the CHIP funds are expended and the funded activities completed and closed out. The Partners cannot terminate or withdraw from this Agreement while it remains in effect.
5. The Partners acknowledge the maximum CHIP fund request is \$1,250,000, as follows:
 - Erie County: \$400,000
 - City of Sandusky: \$250,000*
 - City of Huron: \$300,000
 - City of Vermillion: \$300,000

* City of Sandusky is HOME funds only, not eligible for CDBG or OHTF funds

6. The Partners understand funding amounts can be revised based on recommendations of the Erie County Housing Advisory Committee (HAC) and partner's consensus.
7. The Partners mutually agree to comply with Office of Community Development Programs Program Policy Notices: OCD 15-01, Responsibility for Grant Administration; 15-02, Procurement of Grant Administration Services; 15-03, Finance Mechanisms; 15-04, Program Income Policy; 17-02, National Objective Guidance; 18-01, Grant Operations & Financial Management Policy; and 15-07, Resolving a Potential Conflict of Interest.
8. Partners understand the amount of funds awarded to any or all jurisdictions may be less than the request.
9. The Partners will arrive at a funding decision, prior to submission of the PY2019 CHIP application based on program income commitments or other resources leveraged.
10. The Partners approve the grantee to direct the administrator to commit activity funds, proportional to the jurisdictional totals in #6, and to adjust proportionally relative to the percentage allocated of the grant award.
11. This Agreement does not contain a veto provision or other restriction that would allow any party to obstruct the implementation of the CHIP, during the PY2019 CHIP grant period.
12. The Partners agree to provide information to the Grantee for reporting purposes.
13. All program and financial records will be retained by the Grantee after the financial closeout is complete.
14. The partners agree to adopt the Erie County CHIP Policy and Procedures Manual, as amended in 2017, and shall apply these policies to any activities conducted under the PY2019 CHIP.
15. The Partners agree any mortgages expected to generate program income will be prepared by each jurisdiction as follows: The lien-holder shall be determined by the location of the property assisted: the City of Sandusky shall be the lien-holder for properties situated within Sandusky City limits; the County shall be the lien-holder for all other properties, including those located in Huron and Vermillion City limits. Program income will be received by the lien-holder. Reporting and expenditure of any such program income shall become the responsibility of the jurisdiction holding the lien.
16. Erie County will commit program income funds to future eligible outcomes, proportional to totals received between Huron, Vermillion and County addresses.
17. Partners agree to the following selection criteria, for funded activities:
 - Home Repair applications will be first-come, first-serve within each Partner's jurisdiction first, and then, if funding remains on June 30, 2021, within the grant service area.
 - Rehabilitation applications will be ranked according to the Erie County Policy and Procedure Manual, which state each Partner's jurisdiction first and then, if funds remain uncommitted on October 31, 2020, within the grant service area.
 - Habitat for Humanity (Habitat) participants will be selected through the Habitat application process and additionally satisfy all applicable CHIP program requirements, including HOME rules and regulations.

- Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.

18. The Partners agree to the following finance mechanism, for funded activities:

- Owner-occupied home repair will be provided as a grant.
- TBRA will be provided as a grant.
- Owner-occupied rehabilitation will be provided as a five-year declining, partially forgivable loan with twenty percent (20%) remaining due and owing, whenever the home is sold, rented or transferred.
- Habitat will be provided as a ten-year fully forgivable loan.
- Rental rehabilitation will be provided as a loan, 100% forgivable after ten years, with owners providing up to 50% match on hard costs.
- Rental repair will be provided as a loan, 100% forgivable after two years, with owners providing up to 50% match on hard costs.

19. The Partners agree the following table represents the responsibilities of partner tasks to be undertaken by one or more partners directly, through cooperation, or by contract:

Task	Erie County	City of Sandusky	City of Huron	City of Vermillion	Administrator
X=primary role					
Y=support/cooperate					
Procure Administrator	X	Y	Y	Y	
Convene HAC	X	Y	Y	Y	X
Designate OCEAN Program roles	X				
Sign/authorize application submission	X				
Manage grant fund administration	X				X
Provide on-going oversight of administrator as detailed in administrative contract	X				
Receive and manage program income	X	X			Y
Pay contractors/vendors	X				Y
Prepare/file reports	X				X
Retain all grant records for auditing/ monitoring	X				Y

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party, and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

For Erie County: _____ Date: _____

For City of Sandusky: _____ Date: _____

For City of Huron: _____ Date: _____

For City of Vermillion: _____ Date: _____

Approval by Governing Bodies:

This agreement has been approved by the governing bodies as follows. Documentation is attached to demonstrate appropriate actions by:

Approved by Erie County Commissioners: Resolution # _____, Date: _____

Approved by Sandusky City Council: Resolution # _____, Date: _____

Approved by Huron City Council: Resolution # _____, Date: _____

Approved by Vermillion City Council: Resolution # _____, Date: _____

THE UNDERSIGNED REPRESENTATIVES OF THIS AGREEMENT HEREBY AGREE
TO THE ABOVE STATED TERMS AND CONDITIONS ON THIS

_____ DAY OF _____, 2019.

For Erie County:

President, Erie County Commissioners

For City of Sandusky:

Eric Wobser, City Manager

For City of Huron:

Andrew D. White, City Manager

For City of Vermillion:

Jim Forthofer, Mayor