

ORDINANCE NO. 2016-036

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FINDLAY, OHIO, TO PARTNER WITH HANCOCK COUNTY BY ENTERING INTO A PARTNERSHIP AGREEMENT FOR THE ADMINISTRATION OF THE COMMUNITY HOUSING IMPACT AND PRESERVATION (HEREINAFTER REFERRED TO AS "CHIP") PROGRAM FOR THE PURPOSE OF ADDRESSING LOCAL HOUSING NEEDS WITHIN HANCOCK COUNTY, OHIO, AND DECLARING AN EMERGENCY.


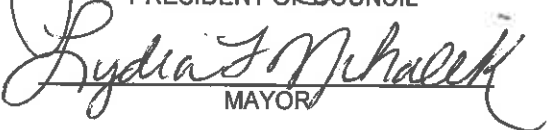
WHEREAS, Council and the Administration have reviewed such proposal and do desire to ratify and adopt said agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Findlay, State of Ohio, two-thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the Mayor be and she hereby is authorized to partner with Hancock County by entering into a Partnership Agreement for the administration of the Community Housing Impact and Preservation Program, a copy of said agreement is attached hereto and made a part hereof as though fully rewritten herein, marked "Exhibit A".

SECTION 2: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the City of Findlay, Ohio, and for the further reason it is immediately necessary to enter into said partnership with Hancock County, and also enter into said agreement with CHIP, so that various housing needs of low to moderate income residents of Hancock County may be addressed,

WHEREFORE, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


PRESIDENT OF COUNCIL

MAYOR

PASSED: April 5, 2016

ATTEST: Denise DeBore
CLERK OF COUNCIL

APPROVED: April 5, 2016

CHIP Partnership Agreement
between
Hancock County and the City of Findlay
(The "Partners")

WHEREAS, the Partners wish to address various housing needs of low and moderate income residents of the county and city; and

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments under its Program Year 2016 Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs; and

WHEREAS, both Partners are eligible to apply for CHIP funds from the State of Ohio and OCD encourages local CHIP eligible communities to request funds as partners in one application; and

WHEREAS, the Partners desire to file a combined application under the CHIP Program to receive financial assistance to address needs as prioritized by the local Housing Advisory Committee;

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

1. Hancock County has agreed to serve as the single applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded;
2. Hancock County is responsible for submitting the CHIP grant application in cooperation with the City of Findlay, including procuring an administrator(s) who shall also conduct the detailed tasks of the planning process.
3. Hancock County agrees to implement the PY'2016 CHIP, if funded, in compliance with Community Development Block Grant, HOME and Ohio Housing Trust Fund 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 PY'2016 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 have a mutual understanding that they are in compliance 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; 15-05, National Objective Guidance; 15-06, Grant Operations & Financial Management Policy; and 15-07, Resolving a Potential Conflict of Interest.
6. The Partners acknowledge that the total request for \$850,000 of CHIP funds is based on maximum budget contributions as follows:
 - Hancock County: \$400,000 + \$50,000 partner incentive, totaling \$450,000
 - The City of Findlay: \$350,000 + \$50,000 partner incentive, totaling \$400,000
7. The Partners understand that funds may be awarded to either or both jurisdictions that are less than the maximum.

8. The partners will arrive at a decision prior to submission of the 2016 CHIP application on commitments of program income or other resources as leveraged funds to the request.
9. The Partners expect that the grantee will direct the administrator to commit activity funds, as much as is practical, proportional to the jurisdictional totals in # 6 # 8 above, adjusted proportional to the relative shares of any grant award.
10. This Cooperating Agreement does not contain a provision for veto or other restriction that would allow any party to obstruct the implementation of the CHIP Program during the PY'2016 CHIP grant period.
11. Information will be provided to the grantee by the Partners as necessary for reporting purposes.
12. All program and financial records will be retained by the grantee after financial closeout.
13. The partners agree to adopt the Hancock County CHIP Policy and Procedures Manual and shall apply these policies to any activities conducted under the 2016 CHIP.
14. Any mortgages expected to generate program income will be prepared by the County and administrator and the County shall be the lien-holder for any property assisted. The County shall receive subsequent program Income and reporting and expenditure of any such Program Income shall become the responsibility of the county.
15. The County will commit program income funds to future eligible outcomes, as much as is practical, proportional to jurisdictional totals received.
16. The Partners agree to the following selection criteria, as applicable to funded activities:
 - Owner Home Repair applications will be first-come first-serve within each Partner's jurisdiction first and then, if funding remains on June 30, 2018, within the grant service area.
 - Private Owner Rehabilitation applications will be ranked according to Hancock County's Policy and Procedure Manual within each Partner's jurisdiction first and then, if funds remain uncommitted on October 31, 2017, within the grant service area.
 - New Construction Habitat participants will be those selected through the Habitat application process and who additionally satisfy all applicable CHIP program requirements, including those rules and regulations of HOME.
 - TBRA applications will comply with the local housing authority selection process.
17. The Partners agree to elect to choose the following finance mechanism, as applicable, for funded activities:
 - Owner-occupied Home Repair will be provided as a grant.
 - Tenant-Based Rental Assistance will be provided as a grant.
 - Private-Owner 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.
 - New Construction Habitat will be provided as a ten-year fully forgivable loan.
 - Rental Rehabilitation will be provided as a loan, 100% forgivable after 10 years, with private owners providing 50% match on "hard costs".
 - Rental Repair will be provided as a loan, 100% forgivable after 2 years, with private owners providing 50% match on "hard costs".
18. The Partners agree that the following table represents the responsibilities for tasks to be undertaken by one or more partners directly, through cooperation, or by contract:

Task X=primary role Y=support/cooperate	Hancock County	City of Findlay	Administrator
Procure Administrator	X	Y	
Convene HAC	X	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		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 it has been determined that the terms and conditions of said agreement are fully authorized under State and local law and that said agreement provides legal authority for Hancock County.

For Hancock County: _____

Date: _____

For the City of Findlay:  _____

Date: 4/5/16

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 Hancock County Commissioners: Resolution # _____ Date: _____

Approved by Findlay City Council: ^{Ordinance} Resolution # 2016-036 Date: _____

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

5th DAY OF April, 2016.

For Hancock County: _____
President, County Commissioners

For the City of Findlay: Lydia J. Michaelis
Mayor City of Findlay
Name, Title
Lydia L. Michaelis