

PY 2020 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP)
Mercer County and City of Celina Partnership Agreement

THIS PARTNERSHIP AGREEMENT is entered into this ____ day of May, 2020 by and between the City of Celina (hereinafter "Celina"), with a mailing address of 225 N. Main Street, Celina, Ohio 45822 and the Board of County Commissioners of Mercer County, Ohio (hereinafter "Mercer County"), with a mailing address of 220 W. Livingston Street, A201, Celina, Ohio 45822 (collectively referred to herein as the "Partners").

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development (hereinafter "ODSA"), has established through the Program Year ("PY") 2020 Community Housing Impact and Preservation Program Guidelines (included in the State of Ohio Action Plan) a partnership option allowing eligible communities to partner with one another on a single application; and

WHEREAS, the Partners' election to file an application pursuant to a Partnership Agreement increases the maximum potential funding for the Partnership by \$300,000 in excess of the grant threshold for single applicants; and

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.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, and of the mutual promises contained herein, the Partners to this Partnership Agreement hereby agree as follows:

1. The Partners hereby designate Mercer County as the Grantee for the 2020 CHIP Partnership Application (the "Grantee"). In the event that funds are awarded in the anticipated amount, \$300,000 thereof will be allocated to Celina and the balance of \$400,000 will be allocated to Mercer County. In the event the total allocation is less than \$700,000, each Partner will be awarded an amount equal to the percentage of the original anticipated amount. The Grantee will observe the grant targets set forth in "Exhibit A" (attached hereto and incorporated herein by reference).
2. The Partnership Agreement specifically relates to the Community Housing Impact and Preservation Grant ("CHIP Grant"), and includes all possible funding sources including, but not limited to, Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), and Ohio Housing Trust Fund (OHTF), if awarded.
3. The Partners hereby adopt, and incorporate herein by reference as if fully rewritten herein, Mercer County's CHIP Policy and Procedure Manual, as amended (attached as "Exhibit B") for the PY 2020 Community Housing Impact and Preservation Grant, if funded. Furthermore, the City of Celina, on behalf of the Partnership, will allow all administrative services be handled by Mercer County staff in the administration and implementation of the funds being budgeted to their

jurisdiction. The City of Celina also accepts the Consultants used by Mercer County; including David Bollinger as housing inspector and West Ohio Community Action Partnership as the Community Action Partnership that will be taking applications and assisting in the implementation of the grant.

4. Mercer County, as Grantee, is responsible for preparing the PY 2020 CHIP Partnership Application, including the Housing Advisory Committee Planning Process, 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, including maintaining all required records and documents relating to the grant agreement, including Fair Housing and Environmental Review, and all other HUD federal requirements.
5. As Grantee, Mercer County is responsible for the fiscal operations of the CHIP Grant, including, but not limited to, encumbrances, payments, documentation and financial record keeping, along with drawdowns and status reports. However, City of Celina, as a Partner, will have the right to review all financial records held or maintained by Mercer County in connection with the CHIP Grant.
6. With respect to the selection of eligible project activities, Mercer County will exercise sole discretion within the corporate limits of City of Celina and the entire Mercer County area. Mercer County will accept recommendations on potential projects from the City of Celina.
7. The Partners or the Consultant, if so contracted, will each have the following responsibilities with respect to the activity funds targeted and completed within their respective jurisdictions:
 - A. Marketing of the CHIP Activities;
 - B. Provide applications to the public

As Grantee, Mercer County is responsible for the following responsibilities for the Partnership:

- A. Administering and implementing housing activities in accordance with CDBG, HOME and/or OHTF Funds in compliance with State and Federal Regulations;
 - B. Recording of required Mortgages related to Private Owner Rehabilitation;
 - C. All Program oversight and compilation of the completed case files at the end of the Grant period, including the monitoring visit.
8. Since no administrative services will be performed by the City of Celina, all administrative costs incurred by the Grantee and by the Consultant(s) will be reimbursed through the CHIP Administration activity funds to the Grantee.
9. The Grantee agrees to allocate housing activity funds in the amounts shown on "Exhibit A" attached hereto.
10. Grantee will pay contractors directly for all work performed in partnering jurisdiction.
11. This Partnership Agreement will take effect and be in force from the date of full execution hereof, and will 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 no Partner may terminate or withdraw from this Partnership Agreement while it remains in effect.
13. Each Partner will have exclusive authority, within the guidelines or requirements of the PY 2020 CHIP, with respect to the expenditure of grant funds allocated to it. City of Celina places its authority in the care of Mercer County.
14. Mercer County will maintain and manage any program income from the Private Owner Rehabilitation projects performed with the PY 2020 CHIP funds. Therefore, in the event program income is recaptured from any project (including in the City of Celina) as a result of this Partnership Agreement, such income will be maintained in Mercer County's HOME and/or CDBG Program Income account. In that regard, the Partners agree that Mercer County will maintain and report program income as it pertains to PY 2020 CHIP outcomes. The Partners further agree Mercer County will retain the future program income (originating from PY 2020 CHIP activity) to

- be used as leverage for future CHIP applications and ultimately used for additional Private Owner Rehabilitation projects within City of Celina and Mercer County.
15. Should ODSA lawfully demand repayment from Mercer County, as Grantee, of any grant funds that were awarded under the PY 2020 grant and spent on a specific project that took place in the City of Celina or Mercer County, Mercer County will provide the repayment. The County will attempt, to the extent possible, to recapture the grant funds previously spent on the specific project site and repay ODSA.
 16. Notwithstanding the foregoing, the Partners hereby agree to mutually approve the Grant Application to be submitted to the ODSA, and upon award of grant funds, will have monthly discussions (or more as needed) throughout the grant to represent their respective interests and the progress of the PY 2020 grant; including activity milestones. The Partners may facilitate discussions and determine if any modifications are needed to this Agreement or the CHIP Policy and Procedure Manual.
 17. 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 Act of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.
 18. 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 of the Partners' actions to comply with fair housing certification.
 19. Each Partner hereby affirms that they are, and will during the term of this CHIP Grant remain compliant with Program Policy Notice OCD 13-04, Agreements for Grant Administration of Office of Community Development Programs.
 20. 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 upon date of execution of this agreement to and including December 31, 2022.

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

Mercer County Commissioners

City of Celina

Jerry Laffin, Chairman

Jeffrey Hazel, Mayor

Date: _____, 2020

Approved as to Form:

Amy Ikerd
Assistant Prosecuting Attorney
Mercer County, Ohio

Exhibit A – PY 2020 CHIP Proposed

	CDBG	HOME	Total CHIP	Other Funds Match	Total Program	Primary Outcomes	Cost/Unit
Private Rehab		430,000	430,000	29,511	459,511	8	57,439
Home Repair	180,000		180,000	20,000	200,000	12	16,667
TBRA		20,000	20,000		20,000	5	4,000
Administration	25,000	45,000	70,000		70,000		
Fair Housing				1,000	1,000	1	
Totals	205,000	495,000	700,000	50,511	750,511		
<u>Mercer County</u>							
Private Rehab		245,000	245,000	29,511	274,511	5	54,902
Home Repair	95,000		95,000	20,000	115,000	7	16,429
TBRA		20,000	20,000		20,000	5	4,000
Administration	25,000	45,000	70,000		70,000		
Fair Housing				1,000	1,000	1	
<u>City of Celina</u>							
Private Rehab		185,000	185,000		185,000	3	61,667
Home Repair	85,000		85,000		85,000	5	17,000
TBRA							
Administration							
Fair Housing							
Totals	205,000	495,000	700,000	50,511	750,511		

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Amendment to the Mercer County CHIP Policy and Procedure Manual

This Amendment to Mercer County's Policy and Procedures Manual (PPM) is made to reflect that a Partnership Agreement between City of Celina and Mercer County in which City of Celina is adopting the Mercer County's PPM, as amended herein, as part of the Partnership's single application of the CHIP grant that would cover the entirety of City of Celina. Mercer County will maintain its existing process to all prospective, actual, and former projects within its jurisdiction. City of Celina, by the Partnership Agreement signed on May ____, 2020 has adopted Mercer County's PPM as their own. The City of Celina will place its interest and decision-making in the care of Mercer County, in which it will maintain representation. Similarly, any program income resulting from the City of Celina's participation as a CHIP Partner will be placed in the care of Mercer County Commissioner's HOME Program Income account or CDBG Program Income account. Notwithstanding, the PPM shall firstly follow any and all Policy Notices that may be issued by the Office of Community Development of the Ohio Development Services Agency.

The following items hereby update the content of the most recent PPM:

1. Service Area Update:
All grant-served area location references to "county-wide" are hereby amended to City of Celina and county-wide, so that the City of Celina is fully included.
2. Partnership Arrangement:
All other policies and procedures are hereby updated to accommodate the Partnership Agreement entered into by Mercer County and the City of Celina effective May ____, 2020, which is attached.
3. Income Limits:
Income limits will be defined by the Department of Housing and Urban Development, which are subject to change as they are typically updated on an annual basis.