

SPONSOR Elliott / Anderson  
RESOLUTION NUMBER: 12-16

A RESOLUTION AUTHORIZING THE FORMATION OF A PARTNERSHIP WITH JACKSON COUNTY AND AUTHORIZING JACKSON COUNTY TO ACT AS THE OFFICIAL GRANTEE FOR THE PY 2016 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM.

WHEREAS, the City of Jackson, the City of Wellston and Jackson County have numerous substandard housing units owned and occupied by low income persons who cannot afford to make the needed repairs; and have completed a CHIS; and,

WHEREAS, the City of Jackson, the City of Wellston and Jackson County are eligible to apply for PY 2016 Community Housing Impact and Preservation Program funds to help meet the housing needs of the community's low to moderate income population; and,

WHEREAS, the State of Ohio, through the Ohio Development Services Agency, has Program Year 2016 funds available as part of the Community Housing Impact and Preservation (CHIP) Program; and,

WHEREAS, the Ohio Development Services Agency, Office of Community Development (OCD) is encouraging local eligible communities to form a partnership to apply for and administer the CHIP Program; and,

WHEREAS, Jackson County, the City of Jackson and the City of Wellston have agreed to form a partnership and, as such, are eligible to apply for up to \$1,150,000 in CHIP funds to help meet the housing needs of the low income population throughout the County, Jackson and Wellston; and,

WHEREAS, OCD is requiring that one entity of the partnership take the lead and be the official Grantee and that Jackson County has agreed to be the Lead Agency.

NOW THEREFORE, BE IT RESOLVED by the City of Jackson, Ohio to enter into a partnership with Jackson County to prepare the grant application and administer the PY 2016 CHIP Program, if funded.

SECTION 1. To hereby authorize Jackson County to be the Applicant for the 2016 CHIP Program, and, if funded, assume the role of Grantee, with the City of Jackson in the role of Partner.

SECTION 2. To hereby authorize the Mayor to enter into a Partnership Agreement with Jackson County.

SECTION 3. To acknowledge and pledge to comply with all conditions and assurances of the CHIP program such as fair housing, equal opportunity and other state and federal regulations as applicable.

Passed the 25<sup>th</sup> day of April, 2016.

E. A. Braun  
President of Council

ATTEST: Sherry Barr  
Clerk

Randy Keith  
Mayor

**PROGRAM YEAR 2016  
COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM  
PARTNERSHIP AGREEMENT**

This Partnership Agreement (hereinafter) "Agreement" is made and entered into by and between Jackson County, located at 275 Portsmouth Street, Jackson 45640, (hereinafter) "Applicant", and the City of Jackson, located at 145 Broadway Street, Jackson, Ohio 45640 (hereinafter) "Partner" this 25<sup>th</sup> day of April, 2016.

**BACKGROUND INFORMATION**

- A. The Ohio Development Services Agency – Office of Community Development (OCD) has CHIP funds available through CDBG, HOME and OHTF Federal and State allocations for Program Year 2016 to be offered through a competitive application process.
- B. Funding thresholds are set by OCD for CHIP assistance based on partnering status and population of Cities within the partnering jurisdiction.
- C. It has been agreed upon and binding through execution of this Agreement, that Jackson County will be the Applicant and the City of Jackson will be the Partner, responsibilities outlined herein this Agreement for purposes of applying for and implementing the PY 2016 CHIP grant, if funded.
- D. It is understood the City of Jackson will maintain its own office and initial intake worker.

**RESPONSIBILITIES OF APPLICANT**

1. Applicant will be responsible for the overall management of the PY 2016 CHIP grant in accordance with the terms and conditions, as outlined in the grant agreement with the Ohio Development Services Agency. Applicant also is compliant with OCD 13-04, Agreements for Grant Administration of Office of Community Development Programs.
2. Applicant will be responsible for administrative duties relating to the overall oversight, management and implementation of the following:
  - Citizen Participation
  - Grant application Pre-Planning Process
  - Grant application preparation, approval and submission
  - Grant agreement execution with the State of Ohio
  - Awarding and ownership of contracts
  - Financial Management including; preparation and approval of all drawdown of funds requests/reports and payment of expenses directly to all vendors
  - Environmental Review Record preparation, certification and compliance
  - Determination of allowable costs and maintenance of records and source documentation for State monitoring purposes for at least three (3) years from the final closeout of the PY 2016 CHIP grant
  - Management of HOME Affordability Periods
  - Filing all mortgages on properties and managing mortgages
  - Determination of conflict of interest
  - Approval of program Policies & Guidelines and CHIP performance manual(s)
  - Real and personal property management and disposition
  - Certification of program Status and Final Performance Reports
  - Management of Citizen Complaint Procedures
  - Implementation of Fair Housing Program
  - Program file management

- Housing Inspection and Management
- Procurement and oversight of Lead-Based Paint Consultant, Metropolitan Housing Authority, Home Buyer Counseling services and the CHIP Administrator
- Local Representative for all CHIP-funded activities.

**RESPONSIBILITIES OF PARTNER**

1. Partner will be responsible for selecting CHIP project activities as recommended by the Housing Advisory Committee.
2. Partner will be responsible to enter into this Partnership Agreement with the Applicant.
3. Partner agrees to Applicant utilizing Applicant’s adopted Policy & Procedure Manual and Performance Manual for execution of the CHIP Program.
4. Partner agrees to provide any program related information to the Applicant as needed for reporting purposes.
5. Partner agrees to be compliant with Program Policy Notice: OCD 13-04, Agreements for Grant Administration of Office of Community Development Programs.
6. Partner agrees to maintain its’ own office and local intake worker for applicants seeking CHIP assistance in the Partner’s political jurisdiction.
7. Partner agrees to undertake the initial client intake in order to determine the client’s eligibility for the CHIP Program. Once a client is determined to be eligible for the CHIP Program, the Partner will turn over the file to the Applicant for complete case processing services.
8. Partner agrees to invoice the Applicant on a mutually agreeable schedule for reimbursement of client intake on units assisted with PY 2016 CHIP funds. The Applicant agrees to reimburse the Partner for client intake on CHIP Program-funded units assisted with PY 2016 CHIP funds when it receives funds from the Office of Community Development.

**AVAILABLE FUNDING**

1. Applicant and Partner grant ceiling amounts as determined by the State of Ohio are as follows:
  - Applicant County .....\$450,000
  - Partnering City .....\$350,000

It is hereby understood that the allocations outlined above (less 12% administration/Fair Housing implementation) will be spent on selected/approved activities in each respective political jurisdiction.

2. Per OCD, based on the performance of each jurisdiction in the partnership, the portion of the grant total attributable to any partner may be reduced by up to 50 percent of the eligible amount available to that jurisdiction if serious performance issues exist. OCD reserves the right to evaluate any program it funds for performance. Performance includes past and current performance in administering and complying with grant agreement(s), program regulations and policies, resolving monitoring and/or audit findings, and progress in completing activities.

**PROGRAM TIMING**

The Applicant will actively market the CHIP program in the Partner’s jurisdiction and will assist the Partner with the intent of meeting the program’s goals. However, if after 12 months, there are not enough applicants to meet the goals of the Partner, the Applicant will offer assistance to qualified households on a

first come, first served basis, regardless of location to insure that the overall outcomes of the program are met and the funds expended.

**PROGRAM INCOME**

1. It is understood the Applicant will account for and manage all Program Income received as a result of recapture of program funds. The Applicant will account for program income received from both Applicant and Partner jurisdiction and will authorize eligible expenses of Program Income in the jurisdiction where the Program Income was generated.
2. The Applicant will prepare and approve Housing Program Income Reports, as required by the Office of Community Development.

**TERMINATION**

Applicant and Partner agree that this Agreement will remain in effect until the PY 2016 CHIP funds are fully expended and the funded activities are complete and closed out. Furthermore, neither Applicant nor Partner can terminate or withdraw from this Agreement while it remains in effect as outlined in the Agreement Timing.

**AGREEMENT TIMING**

The term of this Agreement will commence the date of execution by both the Applicant and Partner and remain in effect, until December 31, 2018, provided the CHIP grant is funded. If the CHIP grant is denied funding, this agreement will become null and void the date of the letter from the Office of Community Development to the Applicant of non-funding.

**SIGNATURE:**

Each of the parties has caused this Partnership Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

**Applicant: Jackson County**

By: \_\_\_\_\_

Printed Name: Jerry Hall

Title: President

Date: \_\_\_\_\_

**Partner: City of Jackson**

By: Randy R. Heath

Printed Name: Randy Heath

Title: Mayor

Date: 4-18-16



RANDY R. HEATH, *Mayor*  
WILLIAM R. SHEWARD, *Director of Public Service / Safety*

# CITY OF JACKSON

MEMORIAL BUILDING 145 BROADWAY ST. JACKSON, OHIO 45640  
(740) 286-3224 (740) 286-2201

April 19, 2016

Jackson County Commissioners  
275 Portsmouth Street  
Jackson, Ohio 45640

Re: Jackson County PY 2016 CHIP Program  
City of Jackson Program Income Commitment of Funds

Dear Commissioners,

The City of Jackson has a balance of \$12,000 in CDBG Housing Program Income and \$5,400 in HOME Program Income. The City understands these funds have to be expended between September 1, 2016 and October 31, 2018 as a part of the PY 2016 CHIP Program.

The City of Jackson is committing its \$12,000 in CDBG Housing Program Income to assist in completing nine CHIP Program-funded home repair projects within the city limits of Jackson. The City understands these funds will be combined with \$105,000 in PY 2016 CHIP Home Repair money the County is requesting to use in the City of Jackson in order to complete the nine CHIP Program-funded outcomes.

The City of Jackson is committing its \$5,400 in HOME Program Income to assist in completing three CHIP Program-funded private owner rehabilitation projects within the city limits of Jackson. The City understands these funds will be combined with \$118,000 in PY 2016 CHIP Private Owner Rehabilitation money the County is requesting to use in the City of Jackson in order to complete the three CHIP Program-funded outcomes

If you have any questions, or need more information, please telephone me at 740-286-3224.

Sincerely,

Randy Heath  
Mayor

c: CDC of Ohio  
file

*Jackson County Apple Festival  
Held Annually Third Full Week in September*

