

**PROGRAM YEAR 2018
COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM
PARTNERSHIP AGREEMENT**

This Partnership Agreement (hereinafter) "Agreement" is made and entered into by and between Clinton County, located at 46 S. South Street, Wilmington, OH 45177 (hereinafter) "Applicant", and City of Wilmington, located at 69 N. South Street, Wilmington, OH 45177 (hereinafter) "Partner" this _____ day of _____, 2018.

BACKGROUND INFORMATION

- A. The Ohio Development Services Agency – Office of Community Development has CHIP funds available through CDBG, HOME and OHTF Federal and State allocations for Program Year 2018 to be offered through a competitive application process.
- B. Funding thresholds are set by the State 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 Clinton County will be the Applicant and City of Wilmington will be the Partner, responsibilities outlined herein this Agreement for purposes of applying for and implementing the PY 2018 CHIP grant, if funded.

RESPONSIBILITIES OF APPLICANT

1. Applicant will be responsible for the overall management of the PY 2018 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 15-02, Procurement of Grant Administration Services 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
 - Selecting CHIP project activities in conjunction with Wilmington
 - 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 2018 CHIP grant
- Management of Affordability Periods/Resale Provisions
- 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
- Client intake and file management
- Housing Inspection and Management
- Approval of Change Orders, Final Payments and Final Completion of all Units
- Procurement and oversight of Lead-Based Paint Consultant, Metropolitan Housing Authority, and CHIP Administrator
- Local Representative for all CHIP funded activities.

RESPONSIBILITIES OF PARTNER

- Partner will be responsible for selecting CHIP project activities in conjunction with Clinton County.
- Partner will be responsible to enter into this Partnership Agreement with Applicant.
- Partner will be responsible to pass legislation authorizing Clinton County as the CHIP Applicant.
- Partner agrees to Applicant utilizing Applicant's adopted Policy & Procedure Manual and Performance Manual for execution of the CHIP Program.
- Partner agrees to provide any program related information to the Applicant as needed for reporting purposes.
- Partner agrees to be compliant with Program Policy Notice: OCD 15-02, Procurement of Grant Administration Services of Office of Community Development Programs.

AVAILABLE FUNDING

- Applicant and Partner grant ceiling amounts as determined by the State of Ohio are as follows:
 - Applicant County\$400,000
 - Partnering City.....\$300,000

Total Maximum Grant Request: \$700,000

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

Clinton County is applying for a total of \$700,000 in PY 2018 CHIP funding. This amount is based on \$400,000 for Clinton County and \$300,000 for City of Wilmington. The proposed budget and projected outcomes are as follows. Clinton County and Wilmington agree that these are budget projections and that the actual expenditures may vary from the proposed budget.

	Clinton County	Wilmington	Total
Owner Home Repair	\$117,000 9 Units @ \$13,000	\$93,000 7 Units @ \$13,285	\$210,000 16 Units @ \$13,125
Owner Rehabilitation	\$172,000 4 Units @ \$43,000	\$129,000 3 Units @ \$43,000	\$301,000 7 Units @ \$43,000
Habitat – New Construction	\$22,000 1 Unit	\$22,000 1 Unit	\$44,000 2 Units @ \$22,000
Tenant Based Rental Assistance	\$41,000 6 HH @ \$6,833	\$20,000 3 HH @ \$6,667	\$61,000 9 HH @ \$6,778
Administration/Fair Housing	\$48,000	\$36,000	\$84,000
Total	\$400,000	\$300,000	\$700,000

PROGRAM INCOME

- 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 jurisdictions and will authorize eligible expenses of Program Income throughout Wilmington and Clinton County.
- The Applicant will prepare and approve Housing Program Income Reports, as required by the State of Ohio.

TERMINATION

Applicant and Partner agree that this Agreement will remain in effect until the PY 2018 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, 2020, 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 State 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:
Clinton County

By: _____

Printed Name: _____

Title: President _____

Date: _____

Partner:
City of Wilmington

By: John M. Stanforth _____

Printed Name: John Stanforth _____

Title: Mayor _____

Date: April 19, 2018 _____