

PY 2024 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP)

Partnership Agreement

This Partnership Agreement is entered into this 13th day of June, 2024, by and between the City of Campbell, the City of Struthers and Mahoning County (collectively referred to herein as the "Partners").

Whereas, the State of Ohio, Development Services Agency, Office of Community Development has established through the Program Year ("PY") 2024 Community Housing Impact and Preservation Program Guidelines included in the State of Ohio Action Plan, a partnership option allowing eligible communities to partner on one single application;

Whereas, the Partners' election to file an application pursuant to a Partnership Agreement increases the maximum potential funding for each Partner by an additional \$300,000.00 in excess of the grant threshold for single applicants;

Whereas, by electing to file an application pursuant to a Partnership Agreement, the potential total grant award will be \$1,000,000.00; and

WHEREFORE, the Partners to this Partnership Agreement hereby agree as follows:

- 1) The Partners hereby designate Mahoning County as the grantee for the 2024 CHIP Partnership application (the "Grantee");
- 2) The Partners hereby agree that this Partnership Agreement specifically relates to the Community Housing Impact and Preservation Grant ("CHIP Grant") and includes all possible funding sources including CDBG, HOME and OHTF, if awarded.
- 3) The Partners agree to adopt Mahoning County CHIP Policy and Procedures Manual for the PY 2022 Community Housing Impact and Preservation Grant, if funded.
- 4) The Partners intend to adopt a joint Environmental Review Record (ERR) and to publish a Joint Notification of Intent to Request Release of Funding (HUD 7015.15)
- 5) The Partners hereby agree that Mahoning County as grantee, is responsible for preparing the PY 2024 CHIP Partnership Application, including the Housing Advisory Committee Planning Process, selection of eligible project activities, 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 with the cooperation and input of Partners.

- 6) The Partners agree to commit program income (HOME and /or CDBG) that has not previously been committed by contract to an activity.
- 7) The Partners hereby agree that each will have the following responsibilities with respect to the activity funds targeted and completed with their jurisdiction.

Campbell and Struthers:

1. Marketing of the CHIP Activities;
2. Referral of potential applicants to Mahoning County for processing.

Mahoning County:

- 1 Marketing of the CHIP Activities;
 - 2 Administering and Implementing housing activities in accordance with CDBG, HOME AND/OR OHTF Funds in compliance with State and Federal Regulations;
 - 3 Recording of required Mortgages related to Owner Rehabilitation, Home Repair, and Homeownership activities;
 - 4 Tracking and reporting of housing program income to the Office of Community Development, Development Services Agency;
 - 5 Submission of Grant required final payment documentation, which may include, where available, check stubs, contracts, vouchers, invoices and/or cancelled checks for reimbursement to the Office of community Development, Development Services Agency;
 - 6 Submission of the completed case files to the Office of Community Development, Development Services Agency at end of Grant period.
- 8) The Grantee agrees to allocate housing activity funds in the amount shown on Exhibit "A" attached hereto. The specific amount of funding within each CHIP Program area will be determined by the Housing Needs Assessment Executive Summary and the amount of funding ultimately spent within each Partner community will be determined by the eligible applications received.
 - 9) The amount each partner jurisdiction is entitled to is outlined in grant application instructions (less any amount grant is reduced by due to past performance issues).
 - 10) The Partners agree to the following selection criteria, contingent on the application and award of program activities selected from the following:
 - Owner Home Repair applications will be first-come first-serve within each Partner's jurisdiction and first and then, if funding remains, within the grant service area.
 - Rental Home repair applications will be first-come first-serve within each Partner's jurisdiction first and then, if funding remains, within the grant service area.
 - Private Owner Rehabilitation applications will be ranked according to the Mahoning County Policy and Procedures Manual within each Partner's jurisdiction first and then, if funding remains, within the grant service area.
 - Homeownership applications (if applicable) will be first-come first-serve with a purchase agreement within each partner's jurisdiction first and then, if funds remain, within the grant service area.

- TBRA applications (if applicable) will comply with the local housing authority selection process.
- 11) The Partners agree to elect to choose the following finance mechanism:
 - Owner-occupied Home Repair will be a grant.
 - Tenant-Based Rental Assistance will be a grant.
 - Private-Owner Rehabilitation will be a five-year declining forgivable loan with twenty percent (20%) forgiven per year and zero Percent (0%) remaining at the conclusion of the lien.
 - Rental-occupied Home Repair will require that the landlord contribute fifty-percent (50%) of the construction contract (including any change orders) towards the project up front. The remaining fifty-percent (50%) will be provided as a declining fully-forgiven 5-year loan.
 - Homeownership activities must meet the affordability and resale requirements of 24 CFR 92.254 (4).
 - 12) This Partnership Agreement will take effect and be in force from the date of the fully executed agreement and remain in effect until the CHIP Grant funds are expended and the funded activities are complete and closed out with the State of Ohio.
 - 13) The Partners agree that neither the Grantee nor the Partners may terminate or withdraw from this Partnership Agreement while it remains in effect.
 - 14) The Partners hereby agree to designate one representative from their respective jurisdictions to be appointed to a Planning Committee to represent their respective interests in the Grant. The Planning committee will meet semi-annually beginning with the first Status Report, in an agreed upon venue (conference call or on-site) to review the progress of the PY 2022 grant.
 - 15) The Partners hereby agree that it is essential for future funding to meet outcomes set forth in the grant agreement and therefore, the Grantee will review the progress throughout the term of the Grant and report progress to partner on a semi-annual basis.
 - 16) The Partners agree that if the Planning Committee unanimously determines that there is a need to reallocate the budget as attached hereto as Exhibit A, such budget will be amended to reflect those changes, upon approval by each Partner's respective Chief Elective Official (CEO). In the event unanimous consent is not obtained, the Grantee shall have final authority to make reallocations to the budget.
 - 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 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 or the Partners' actions to comply with fair housing certification.

- 19) The Partners agree that Annual Gross Income will be used to determine program eligibility. Annual is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. The Grantee will use the Section 8 Annual Income method as defined in 24 CFR 5.609 as the basis for determining annual gross income for applicant qualification for all program activities.
- 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 the Partnership Agreement, which is June 20, 2024 up to and including March 31, 2027.

(SIGNATURE PAGE TO FOLLOW)

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

MAHONING COUNTY BOARD OF COMMISSIONERS, GRANTEE

Anthony Traficanti, President

Date: _____

CITY OF CAMPBELL



Mayor Bryan Tedesco

Date: 6-7-2024

CITY OF STRUTHERS



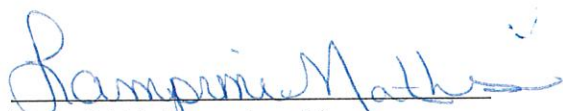
Mayor Catherine Cercone-Miller

Date: 6-12-2024

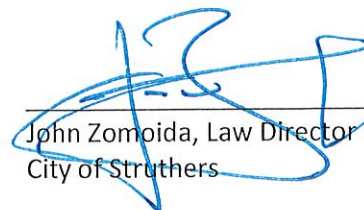
Approved as to Form:



Gina DeGenova, County Prosecutor *155T P.005*
Mahoning County



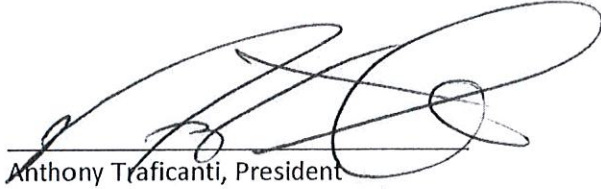
Lamprini Mathews, Law Director
City of Campbell



John Zomoida, Law Director
City of Struthers

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

MAHONING COUNTY BOARD OF COMMISSIONERS, GRANTEE



Anthony Traficanti, President

Date: 6-13-24

CITY OF CAMPBELL



Mayor Bryan Tedesco

Date: 6-7-2024

CITY OF STRUTHERS




Mayor Catherine Cercone-Miller

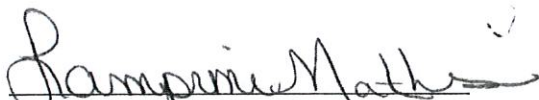
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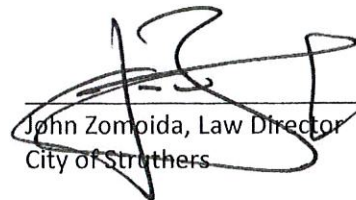
Approved as to Form:



Gina DeGenova, County Prosecutor *1557 PAOS*,
Mahoning County



Lamprini Mathews, Law Director
City of Campbell



John Zomoida, Law Director
City of Struthers

Exhibit A

Mahoning County	\$400,000.00
City of Campbell	\$300,000.00
<u>City of Struthers</u>	<u>\$300,000.00</u>
	\$1,000,000.00

NOTE: Administrative costs for the entire grant will not exceed 12% of the total grant. HOME program administration dollars will not exceed 10% of HOME funds received. Soft Costs will be charged to each individual unit on a case by case basis and will be outlined in the final budget submitted upon notification of funding from Ohio Development Services.