

RESOLUTION APPROVING PARTNERSHIP AGREEMENTS BY AND BETWEEN ASHTABULA COUNTY AND THE CITIES OF ASHTABULA, CONNEAUT AND GENEVA FOR THE PY 2021 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP)

WHEREAS, Jake Brand, Director of the Ashtabula Co. Dept. of Community Services and Planning, has presented Partnership Agreements for the approval of the Board, to-wit:

Scope: Allows the County and the cities to apply together for the PY 2021 Community Housing Impact and Preservation Program (CHIP), as administered by the Ohio Development Services Agency, Office of Community Development. With these agreements, the County and the Cities can apply for more funding.

Term: these agreements remain in effect until the CHIP funds are expended and the funded activities are complete and closed out.

Cost: No cost to the county, Grant funding shall be retained by Ashtabula County in the amounts specified below, to cover expenses associated with administration of the entities program component.

Parties: **Ashtabula County, the Lead Entity**, 25 W. Jefferson St., Jefferson, OH 44047

City of Ashtabula, a Cooperating Entity, 4717 Main Ave., Ashtabula, OH 44004
Not to exceed amount of \$23,500 from the \$350,000 budgeted amount

City of Geneva, a Cooperating Entity, 44 N. Forest St., Geneva, OH 44041
Not to exceed amount of \$16,000 from the \$300,000 budgeted amount

City of Conneaut, a Cooperating Entity, 294 Main St., Conneaut, OH 44030
Not to exceed amount of \$17,000 from the \$300,000 budgeted amount

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreements, as noted above, are approved in accordance with the copies now on file in this office.

BE IT FURTHER RESOLVED that the Vice-President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-237

June 15, 2021

RESOLUTION APPROVING PARTNERSHIP AGREEMENTS BY AND BETWEEN ASHTABULA COUNTY AND THE CITIES OF ASHTABULA, CONNEAUT AND GENEVA FOR THE PY 2021 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP)

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Absent
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

PY 2021
COMMUNITY HOUSING IMPACT AND PRESERVATION
PARTNERSHIP AGREEMENT

This Agreement is hereby entered into this 15 day of June, 2021 by and between Ashtabula County, the Lead Entity, and the City of Ashtabula, a Cooperating Entity, for the purpose of applying for, obtaining, and administering the PY 2021 Community Housing Impact and Preservation Program (CHIP), as administered by the Ohio Development Services Agency, Office of Community Development.

WHEREAS, the Ohio Development Services Agency administers the CHIP program; and

WHEREAS, pursuant to certain changes in said CHIP program, partnering with other CHIP-eligible entities gives certain advantages to prospective applicants; and

WHEREAS, the signatory entities, in order to avail themselves of said advantages, herein wish to enter into and hereby document a partner agreement for the purpose of applying for, obtaining, and administering the PY 2021 CHIP Program; and

WHEREAS, the signatory entities desire to appoint Ashtabula County as the Lead Entity for purposes of applying for, obtaining, and administering the PY 2021 CHIP Program; and

WHEREAS, the State of Ohio requires that each such partnership be memorialized in a PARTNERSHIP AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED THAT the above named parties do hereby mutually agree:


- Section 1. That the PY 2021 CHIP Program shall be implemented in compliance with all laws and regulations of the Ohio Development Services Agency, Office of Community Development.
- Section 2. That the Lead Entity and Cooperating Entity have authorized its Chief Executive Officer (CEO) to execute this Agreement.
- Section 3. That this AGREEMENT covers the PY 2021 CHIP Program awarded with funds from the State's CDBG, HOME and OHTF allocations.
- Section 4. That the Lead Entity, as grantee, has final responsibility for preparing and submitting the PY 2021 CHIP application to the State. Activities included therein shall be those selected by each Cooperating Entity in conjunction with the Housing Needs Assessment. The final application submitted to the State shall be consistent with those activities mutually agreed upon by the cooperating Entity.

- Section 5. **PROGRAM INCOME:** This AGREEMENT provides that Project mortgages shall be issued and maintained by the Lead Entity. As such, program income derived from satisfied mortgages shall be returned to and managed by the Lead Entity. Furthermore, any program income received during the grant period that is to be designated directly to a project activity will be made payable to the Lead Entity for disbursement. The Lead Entity will keep any program income received from the projects in the Cooperating Entity in a separate account for use within the Cooperating Entity jurisdiction. If program income is received and unused for more than 24 months, from the time of receipt, the program income can be used in any eligible project in any jurisdiction.
- Section 6. **ADMINISTRATION AND IMPLEMENTATION RESPONSIBILITIES:** This AGREEMENT provides that the Lead Agency shall administer both CHIP grants with the Cooperating Entity implementing their respective program as outlined. The outline of responsibilities for both required Program Administration and Implementation services are attached as Exhibit A. Grant funding shall be retained by the Partnering Entity in the amount of \$23,500.00 from the \$350,000.00 budgeted amount for the City of Ashtabula to cover expenses associated with administration of the entities program component. The budget may be modified appropriately with redistribution of program funding during the grant period and as noted in Section 8 of this document.
- Section 7. Both parties agree to adopt a single Environmental Review Record and the cooperating entity agrees follow the conclusions and recommendations of the ERR, and both parties agree to follow through with ER responsibilities associated with the use of their respective federal funds.
- Section 8. The Cooperating Entity shall provide the Lead Entity with the requested information to ensure accurate reporting and program administration
- Section 9. The Cooperating Entity shall review and execute budget modifications any time after 12 months into the grant to ensure full expenditure of the grant and to ensure program outcomes are met.
- Section 10. The agreement documents the acceptance of the Ashtabula County Policy and Procedures Manual that will be utilized during the PY 2021 CHIP grant period.
- Section 11. That this AGREEMENT remains in effect until the CHIP funds are expended and the funded activities are complete and closed out, and no entity may terminate or withdraw from this AGREEMENT while it remains in effect.

Section 12. That all parties signatories hereto do hereby agree to obligate themselves and comply with all federal and state laws, rules, and guidelines, as well as, any other guidelines adopted by ODSA.

IN WITNESS WHEREOF, the Lead Entity and Cooperating Entity do hereby agree to the terms of this AGREEMENT and legally obligate themselves as evidenced by the signatures below.

County of Ashtabula


Kathryn Whittington, President
J.P. Overo IV, Vice -

6-15-21
Date

City of Ashtabula

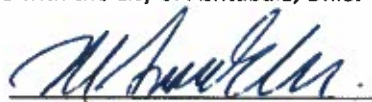

James M. Timonere, City Manager

6-10-2021
Date

APPROVAL

Approved as to legal form and correctness in accordance with the City of Ashtabula, Ohio.

6-10-2021
Date


Michael Franklin, City Solicitor

**PY 2021
COMMUNITY HOUSING IMPACT AND PRESERVATION
PARTNERSHIP AGREEMENT**

This Agreement is hereby entered into this 15 day of June, 2021 by and between ASHTABULA COUNTY, the Lead Entity, and the CITY OF CONNEAUT, a Cooperating Entity, for the purpose of applying for, obtaining, and administering the PY 2021 Community Housing Impact and Preservation Program (CHIP), as administered by the Ohio Development Services Agency, Office of Community Development.

WHEREAS, the Ohio Development Services Agency administers the CHIP program; and

WHEREAS, pursuant to certain changes in said CHIP program, partnering with other CHIP-eligible entities gives certain advantages to prospective applicants; and

WHEREAS, the signatory entities, in order to avail themselves of said advantages, herein wish to enter into and hereby document a partner agreement for the purpose of applying for, obtaining, and administering the PY 2021 CHIP Program; and

WHEREAS, the signatory entities desire to appoint Ashtabula County as the Lead Entity for purposes of applying for, obtaining, and administering the PY 2021 CHIP Program; and

WHEREAS, the State of Ohio requires that each such partnership be memorialized in a PARTNERSHIP AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED THAT the above-named parties do hereby mutually agree:

- Section 1. That the PY 2021 CHIP Program shall be implemented in compliance with all laws and regulations of the Ohio Development Services Agency, Office of Community Development.
- Section 2. That the Lead Entity and Cooperating Entity have authorized its Chief Executive Officer (CEO) to execute this Agreement.
- Section 3. That this AGREEMENT covers the PY 2021 CHIP Program awarded with funds from the State's CDBG, HOME and OHTF allocations.
- Section 4. That the Lead Entity, as grantee, has final responsibility for preparing and submitting the PY 2021 CHIP application to the State. Activities included therein shall be those selected by each Cooperating Entity in conjunction with the Housing Needs Assessment. The final application submitted to the State shall be consistent with those activities mutually agreed upon by the cooperating Entity.
- Section 5. PROGRAM INCOME: This AGREEMENT provides that Project mortgages shall be issued and maintained by the Lead Entity. As such, program income derived

from satisfied mortgages shall be returned to and managed by the Lead Entity. Furthermore, any program income received during the grant period that is to be designated directly to a project activity will be made payable to the Lead Entity for disbursement. The Lead Entity will keep any program income received from the projects in the Cooperating Entity in a separate account for use within the Cooperating Entity jurisdiction. If program income is received and unused for more than 24 months the program income can be used in any eligible project in any jurisdiction.

- Section 6. ADMINISTRATION AND IMPLEMENTATION RESPONSIBILITIES:** This AGREEMENT provides that the Lead Agency shall administer both CHIP grants with the Cooperating Entity implementing their respective program as outlined. The outline of responsibilities for both required Program Administration and Implementation services are attached as Exhibit A. Grant funding shall be retained by the Lead Entity in the amount of \$17,000.00 from the \$300,000.00 budgeted amount for the City of Conneaut to cover expenses associated with administration of the entities program component. The budget may be modified appropriately with redistribution of program funding during the grant period and as noted in Section 8 of this document.
- Section 7.** Both parties agree to adopt a single Environmental Review Record and the cooperating entity agrees follow the conclusions and recommendations of the ERR, and both parties agree to follow through with ER responsibilities associated with the use of their respective federal funds.
- Section 8.** The Cooperating Entity shall provide the Lead Entity with the requested information to ensure accurate reporting and program administration
- Section 9.** The Cooperating Entity shall review and execute budget modifications any time after 12 months into the grant to ensure full expenditure of the grant and to ensure program outcomes are met.
- Section 10.** The agreement documents the acceptance of the Ashtabula County Policy and Procedures Manual that will be utilized during the PY 2021 CHIP grant period.
- Section 11.** That this AGREEMENT remains in effect until the CHIP funds are expended and the funded activities are complete and closed out, and no entity may terminate or withdraw from this AGREEMENT while it remains in effect.
- Section 12.** That all parties' signatories hereto do hereby agree to obligate themselves and comply with all federal and state laws, rules, and guidelines, as well as, any other guidelines adopted by ODSA.

IN WITNESS WHEREOF, the Lead Entity and Cooperating Entity do hereby agree to the terms of this AGREEMENT and legally obligate themselves as evidenced by the signatures below.

COUNTY OF ASHTABULA

CITY OF CONNEAUT



Kathryn Whittington, President

J.P. Ducro, Vice-

6-15-21

Date



James Hockaday, City Manager

5-26-21

Date

APPROVAL

Approved as to legal form and correctness in accordance with Article IX of the Charter of the City of Conneaut, Ohio.

5/26/2021

Date



Kyle B. Smith, Law Director

PY 2021
COMMUNITY HOUSING IMPACT AND PRESERVATION
PARTNERSHIP AGREEMENT

This Agreement is hereby entered into this 15 day of June, 2021 by and between Ashtabula County, the Lead Entity, and the City of Geneva, a Cooperating Entity, for the purpose of applying for, obtaining, and administering the PY 2021 Community Housing Impact and Preservation Program (CHIP), as administered by the Ohio Development Services Agency, Office of Community Development.

WHEREAS, the Ohio Development Services Agency administers the CHIP program; and

WHEREAS, pursuant to certain changes in said CHIP program, partnering with other CHIP-eligible entities gives certain advantages to prospective applicants; and

WHEREAS, the signatory entities, in order to avail themselves of said advantages, herein wish to enter into and hereby document a partner agreement for the purpose of applying for, obtaining, and administering the PY 2021 CHIP Program; and

WHEREAS, the signatory entities desire to appoint Ashtabula County as the Lead Entity for purposes of applying for, obtaining, and administering the PY 2021 CHIP Program; and

WHEREAS, the State of Ohio requires that each such partnership be memorialized in a PARTNERSHIP AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED THAT the above named parties do hereby mutually agree:

- Section 1. That the PY 2021 CHIP Program shall be implemented in compliance with all laws and regulations of the Ohio Development Services Agency, Office of Community Development.
- Section 2. That the Lead Entity and Cooperating Entity have authorized its Chief Executive Officer (CEO) to execute this Agreement.
- Section 3. That this AGREEMENT covers the PY 2021 CHIP Program awarded with funds from the State's CDBG, HOME and OHTF allocations.
- Section 4. That the Lead Entity, as grantee, has final responsibility for preparing and submitting the PY 2021 CHIP application to the State. Activities included therein shall be those selected by each Cooperating Entity in conjunction with the Housing Needs Assessment. The final application submitted to the State shall be consistent with those activities mutually agreed upon by the cooperating Entity.


- Section 5. PROGRAM INCOME:** This AGREEMENT provides that Project mortgages shall be issued and maintained by the Lead Entity. As such, program income derived from satisfied mortgages shall be returned to and managed by the Lead Entity. Furthermore, any program income received during the grant period that is to be designated directly to a project activity will be made payable to the Lead Entity for disbursement. The Lead Entity will keep any program income received from the projects in the Cooperating Entity in a separate account for use within the Cooperating Entity jurisdiction. If program income is received and unused for more than 24 months, from the time of receipt, the program income can be used in any eligible project in any jurisdiction.
- Section 6. ADMINISTRATION AND IMPLEMENTATION RESPONSIBILITIES:** This AGREEMENT provides that the Lead Agency shall administer both CHIP grants with the Cooperating Entity implementing their respective program as outlined. The outline of responsibilities for both required Program Administration and Implementation services are attached as Exhibit A. Grant funding shall be retained by the Lead Entity in the amount of \$16,000.00 from the \$300,000.00 budgeted amount for the City of Geneva to cover expenses associated with administration of the entities program component. The budget may be modified appropriately with redistribution of program funding during the grant period and as noted in Section 8 of this document.
- Section 7.** Both parties agree to adopt a single Environmental Review Record and the cooperating entity agrees follow the conclusions and recommendations of the ERR, and both parties agree to follow through with ER responsibilities associated with the use of their respective federal funds.
- Section 8.** The Cooperating Entity shall provide the Lead Entity with the requested information to ensure accurate reporting and program administration
- Section 9.** The Cooperating Entity shall review and execute budget modifications any time after 12 months into the grant to ensure full expenditure of the grant and to ensure program outcomes are met.
- Section 10.** The agreement documents the acceptance of the Ashtabula County Policy and Procedures Manual that will be utilized during the PY 2021 CHIP grant period.
- Section 11.** That this AGREEMENT remains in effect until the CHIP funds are expended and the funded activities are complete and closed out, and no entity may terminate or withdraw from this AGREEMENT while it remains in effect.

Section 12. That all parties signatories hereto do hereby agree to obligate themselves and comply with all federal and state laws, rules, and guidelines, as well as, any other guidelines adopted by ODSA.

IN WITNESS WHEREOF, the Lead Entity and Cooperating Entity do hereby agree to the terms of this AGREEMENT and legally obligate themselves as evidenced by the signatures below.

County of Ashtabula

City of Geneva


Kathryn Whittington, President
J.P. Duera, Vice-


Joseph J. Varckette, City Manager

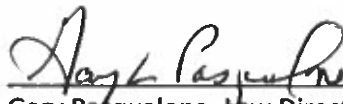
6-15-21
Date

5-25-21
Date

APPROVAL

Approved as to legal form and correctness in accordance with the Charter of the City of Geneva, Ohio.

6-2-2021
Date


Gary Pasqualone, Law Director