



Introduced: 02/21/2017
Revised:
Adopted:
Effective:

CITY OF PATASKALA

RESOLUTION 2017- 020

A RESOLUTION AUTHORIZING A PARTNERSHIP AGREEMENT BETWEEN LICKING COUNTY AND THE CITY OF PATASKALA IN REGARD TO PROGRAM YEAR 2017 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) FUNDS FROM THE OHIO DEVELOPMENT SERVICES AGENCY/OFFICE OF COMMUNITY DEVELOPMENT (ODSA/OCD) AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE SAID PARTNERSHIP AGREEMENT.

WHEREAS, Licking County (Applicant/Grantee) and the City of Pataskala (Partner) have agreed to terms in regard to a Partnership Agreement (attached hereto as EXHIBIT A) for the planning, administration, implementation, fiscal obligation and grant close-out of PY 2015 CHIP funds from the Ohio Development Services Agency/Office of Community Development (ODSA/OCD) for the performance of owner rehabilitation and owner home repair activities throughout Licking County and within the city limits of Pataskala (and excluding the city limits of Newark—an entitlement city) for the duration of the grant period.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF MEMBERS CONCURRING THAT:

Section 1: That we do hereby authorize and direct Benjamin J. King, City Administrator, City of Pataskala, to execute the Partnership Agreement between Licking County as the Applicant/Grantee and the City of Pataskala as its Partner in regard to Program Year 2017 Community Housing Impact and Preservation funds to be in effect for the duration of the grant period.

Section 2: That the Licking County Planning & Development Department, on behalf of the Licking County Commissioners (Applicant/Grantee) and the City of Pataskala (Partner), will perform the duties of planning, administration, implementation, fiscal obligation and grant close-out for the 2017 Community Housing Impact and Preservation (CHIP) program as set forth in the Partnership Agreement.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the City of Pataskala which resulted in such formal actions were in meetings open to the public in

compliance with all legal requirements of the State of Ohio.

Section 4: This Resolution shall become effective from and after the earliest period allowed by law.

ATTEST:

Kathy M. Hoskinson, Clerk of Council

Michael W. Compton, Mayor

APPROVED AS TO FORM:

Brian Zets, Law Director

PROGRAM YEAR 2017 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM PARTNERSHIP AGREEMENT

This Partnership Agreement (“Agreement”), is made and entered into this ____ day of _____, 2017, by and between the Board of Commissioners of Licking County, Ohio (“Applicant” or “Grantee”) and the City of Pataskala, Ohio (“Partner” or “City”) in regard to Program Year 2017 (“PY17”) Community Housing Impact and Preservation (“CHIP”) grant funding provided by the Ohio Development Services Agency/Office of Community Development (“ODSA/OCD”) by funding awarded from ODSA/OCD’s Community Development Block Grant (“CDBG”), HOME, and Ohio Housing Trust Fund (“OHTF”) allocations.

Applicant and Partner (an eligible city within Licking County) hereby agree to enter into this Partnership Agreement pursuant to O.R.C. §307.15 and §9.482 to allow Applicant to include Partner in the Applicant’s application for PY17 CHIP funding and for Applicant to administer said funding upon award.

The Applicant, through the Licking County Planning and Development Department (“LCPDD”) and the City hereby agree that:

1. PLANNING

- A. Applicant shall prepare and submit, by the published deadline of May 5, 2017, a PY17 CHIP grant funding application to ODSA/OCD.
- B. Applicant shall facilitate the grant planning process including, but not limited to, the notice publication and holding of public hearings and/or meetings if required, and incur any costs associated therewith.
- C. Applicant shall provide leverage dollars (matching funds) in the form of program income, if required.
- D. Applicant shall facilitate the environmental review process including, but not limited to, the notice publication, and execute the necessary documents and incur any costs associated therewith.

2. ADMINISTRATION AND IMPLEMENTATION

- A. If awarded, PY17 CHIP funding will be accepted by Applicant to implement any and all eligible aspects of the funded activities throughout Licking County, Ohio and the City (“Service Area”), as specified in the grant application, which expressly excludes the municipality of Newark, Ohio.
- B. It is estimated that 43 outcomes currently exist within the Service Area, with 6 of those outcomes currently located within the jurisdictional boundaries of the City. The current estimated cost of outcomes located within the City is approximately \$276,000, which is within the grant funding limit that the City is eligible. This amount may increase or decrease as projects may be completed through other sources and applicants submit and rescind applications. Both the Applicant and the Partner recognize that the funding applications are ranked and prioritized per the CHIP Policies and Procedures Manual and other regulatory requirements, and that the distribution and dedication of funds is fluid. No commitment of guaranteed grant funds to the Partner or any other partner is hereby implied or made.

- C. Applicant will be solely responsible for regulatory compliance and abiding by the PY17 CHIP grant agreement terms.
 - D. City hereby designates this Agreement to serve as the administrative agreement for Applicant, through the LCPDD, to administer and implement PY17 CHIP funding for owner occupied housing rehabilitation and repair throughout the Service Area.
 - E. Applicant and City have a mutual understanding of and agree to abide by ODSA/OCD Program Policy Notice: 15-02 (Procurement of Grant Administrative Services).
 - F. LCPDD staff will administer, implement, and provide oversight of all aspects of the funded activities throughout the Service Area, in accordance with Applicant's CHIP Policies and Procedures Manual, as amended, and ODSA's Residential Rehabilitation Standards, as amended.
 - G. Applicant shall be solely responsible for the procurement and contracting of professional and other services as needed and required to successfully implement the PY17 CHIP program.
 - H. Throughout the duration of the PY17 grant period (as determined by the Grant Agreement), the City adopts the Applicant's CHIP Policies and Procedures Manual ("PPM"), as amended, including, but not limited to, client selection, income eligibility determination methods, and finance mechanisms.
 - I. Throughout the duration of the PY17 grant period (as determined by the Grant Agreement), the City adopts the Applicant's current Programmatic Agreement ("P.A.") with the State of Ohio Historic Preservation Office ("OHPO").
 - J. Upon grant award, Grantee shall ensure compliance with historic preservation requirements of its P.A. and OHPO, including but not limited to, publication and execution of the Notice of Intent to Request Release of Funds and incur any costs associated therewith.
 - K. Upon grant award, Grantee will perform all aspects of its PPM including, but not limited to, serving as the point-of-contact for inquiries, performing clerical duties, maintaining waiting lists and ranking/prioritizing applications, accepting and processing applications, determining eligibility, ensuring compliance with the P.A., obtaining any necessary floodplain determinations, coordinating programs and services with other agencies to serve mutual clientele, preparing and executing loan documents, and maintaining project files.
 - L. Upon grant award, Grantee's Housing Rehabilitation Inspector will perform all aspects of rehabilitation duties including, but not limited to, inspections, lead risk assessment, determination of scope of work, contract bidding and awarding, contractor qualification assessment, obtaining permits, review and execution of change orders, and project oversight.
 - M. City shall, with all reasonable efforts, cooperate with the Applicant in the promotion, advertisement, and support of the CHIP program including, but not limited to, promotion on the City's website, inclusion in mailings to residents, and promotion in public forums. City shall provide quarterly updates of these activities to Grantee.
 - N. City shall help inform those who inquire about eligibility requirements and program goals, but ultimately receive and forward CHIP program inquiries to the Grantee.
3. Fiscal Duties
- Upon grant award, PY17 CHIP funds shall be managed by the LCPDD Fiscal Officer in the following manners:
- A. Grantee shall retain all PY17 administrative funds and project related soft cost funds.

- B. Grantee shall be solely responsible for fund draw down, purchase orders, creating and maintaining financial files, program income, and accounting.
 - C. LCPDD is a department of the Licking County government. As such, all funds, receipts and disbursements are processed through the offices of the Licking County Auditor and the Licking County Treasurer. The policies of those offices and the Ohio Revised Code govern the policies and procedures by which funds will be handled within those offices.
 - D. Financial records shall be maintained by the Fiscal Officer in accordance with the Office of Management and Budget (“OMB”) 2 CFR 200, Guidance for Agreements and Grants, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, ODSA’s CDBG Financial Management Rules and Regulations Handbook, and 24 CFR Part 92 HOME Investment Partnership Program.
 - E. QuickBooks or similar software will be used to maintain financial records, generate reports, and reconcile to the Licking County Auditor’s reports on a monthly basis.
 - F. Payments to contractors will be official checks drawn from the financial institution (bank) of the Grantee, drawn on the Grantee’s escrow account. Payment must be requested by the Rehabilitation Inspector, the homeowner, and the contractor, and is only authorized by signature of the LCPDD Director.
 - G. An escrow account ledger will be maintained for daily deposits to and payments from the escrow account. The escrow account bank statement will be reconciled monthly with this ledger and any outstanding balances due contractors will be readily available.
 - H. All financial records will be maintained for a period of not less than five (5) years after grant closeout (or longer for resolution of audit findings or litigation) or one (1) year after housing rehabilitation loan (if applicable) satisfaction, whichever is later.
 - I. Annually, financial records are audited by the State of Ohio under the Single Agency Act in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards also known as the Yellow Book, and 2 CFR 200, Audits of State, Local Governments and Non-Profit Organizations.
 - J. Grantee shall maintain timesheets and/or related documentation of administrative and soft costs as permitted by the Grant Agreement and/or CHIP grant program.
 - K. Grantee shall provide quarterly updates to the City of program activities, funding expended and balances, and total outcomes.
4. Program Income
- A. Grantee, through the LCPDD and its Fiscal Officer, shall maintain and redistribute any and all program income generated by PY17 activities.
 - B. Program income generated from proceeds of loans made with CDBG and HOME funds will be maintained in accordance with the Ohio Small Cities CDBG Program Income Policy and the HOME Final Rule 24 CFR Parts 92.205 and 92.206. Receipts and expenditures of recaptured program income from all sources will be maintained in separate ledgers, assigned a unique fund account, and reported semi-annually.
 - C. Commitment of program income funds to a project is maintained on the same basis as grant/program funds.

5. Fair Housing

Licking County Fair Housing shall be responsible for performing all outreach, education, and referral activities and maintaining the required files and documentation regarding the PY17 CHIP grant throughout the grant period.

6. Closeout

- A. Grantee shall be responsible for the preparation and submission to ODSA/OCD of any required PY17 CHIP performance and/or compliance reports.
- B. All PY17 CHIP records will be retained and maintained by Grantee after final closeout and throughout the retention period.
- C. All records regarding Grantee’s PY17 CHIP grant will be created by LCPDD and housed in their office in the Donald D. Hill County Administration Building in Newark, Ohio. LCPDD will make these records available for monitoring and auditing purposes.
- D. Grantee will be solely responsible for scheduling and participating in the post-grant monitoring and follow-up.

7. Term and Termination

This Agreement shall be in effect as of the date last signed by either party and shall remain in effect until PY17 CHIP program funds are expended, the funded activities are complete, and the grant is considered closed out by ODSA/OCD. Neither the Applicant/Grantee or the City/Partner may terminate or withdraw from this Agreement while it remains in effect.

Upon execution of this Agreement, the Applicant/Grantee and the City/Partner become partners for the purposes of the CHIP grant program including, but not limited to, planning, administration, implementation, fiscal obligation, and closeout.

Duane Flowers
President, Licking County Board of Commissioners

Date

Benjamin J. King
City Administrator, City of Pataskala, Ohio

Date