

MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY OF TOMPKINS, THE CITY OF ITHACA, AND CORNELL UNIVERSITY WITH REGARD TO THE COMMUNITY HOUSING DEVELOPMENT FUND

WHEREAS, the signatories of this Memorandum of Understanding (MOU) established the Tompkins County Housing Fund in 2009 and have successfully administered it through 2015, assisting the construction of 124 affordable housing units to date and with an additional 80 units expected to proceed to construction, and

WHEREAS, the signatories wish to further develop this program as the Community Housing Development Fund (“the Fund”) to be used to meet affordable housing needs throughout Tompkins County, the goal of the Fund being to assist communities, organizations, and housing developers throughout Tompkins County to respond to the diverse affordable housing needs of its residents, and

WHEREAS, the signatories recognize the value of producing and retaining mixed-income housing that is available to a diversity of residents with a range of incomes, and that mixed-income housing projects that include affordable units should be encouraged and eligible for program assistance, particularly to support projects complying with local inclusionary zoning ordinances,

WHEREAS, in administering the Community Housing Development Fund, the signatories recognize the benefits of providing funds to experienced for-profit and not-for-profit developers for the cost of land and other costs associated with the development, rehabilitation, and retention of affordable housing units, provided that the housing units assisted with those funds remain permanently affordable for those earning up to 80% of Area Median Income (AMI) or up to 120% of AMI provided a project also contains a significant proportion of housing units for households earning 80% or less of AMI, and

WHEREAS, the signatories further recognize that the understanding of the challenges to affordable housing development and preservation, and best practices to improve and expand the supply of affordable housing, continue to evolve as both Tompkins County and communities throughout the nation continue to face complex and persistent affordable housing challenges, NOW, THEREFORE, the signatories agree as follows:

- A. The signatories are the COUNTY OF TOMPKINS (hereinafter “County”), the CITY OF ITHACA (hereinafter “City”), and CORNELL UNIVERSITY (hereinafter “Cornell”), with all signatories hereinafter jointly referred to as “the participating entities”.
- B. The Community Housing Development Fund is a locally funded and administered program that assists with the development costs associated with residential and mixed-use real estate development projects. The Fund is intended to ensure that newly constructed or rehabilitated homes, as well as existing affordable housing units, remain permanently affordable to future generations of renters and buyers.
- C. In accordance with the objectives set forth in the whereas clauses above, a Notice of Funding Availability (NOFA) will be drafted for each funding round released under the Community Housing Development Fund to describe available funding opportunities and application procedures. Applicants for funding consideration will be required to submit detailed evidence of their qualifications and capabilities in completing similar projects and successfully delivering new or adaptive-reuse housing, or preserving existing affordable units that conform to the affordability objectives described in the Notice of Funding Availability. Funds shall be awarded as described below in Section G. Applicants

will be required to comply with certain measurements and performance criteria intended to ensure that disbursed funds fulfill the objectives set forth by the signatories.

- D. The participating entities shall form a Program Oversight Committee made up of three representatives appointed by each signatory to this Memorandum of Understanding, for a total of nine members. It is suggested that at least one representative be a member of the elected body or senior administration of each signatory. The remaining City and County seats should be drawn from community members with relevant expertise such as those representing a financial institution with housing lending experience; a real estate development firm or organization; a representative from an economic development firm or organization or in the case of Cornell University, a Cornell representative with housing lending, real estate, or economic development experience. Each participating entity shall appoint one alternate member, and may also appoint one staff member as an ex-officio non-voting member.
- E. The Program Oversight Committee will be responsible for (1) administering the Fund (including but not limited to finalizing and administering the NOFA document and process) with assistance from staff of the Tompkins County Planning Department; (2) appointing members to and reviewing recommendations from the Application Review Committee; and (3) making final funding recommendations to the participating entities. In addition, the Program Oversight Committee will be responsible for (4) monitoring the use of funds, (5) overseeing the funds any additional entities may choose to contribute, and (6) identifying and proposing other opportunities to advance affordable housing within Tompkins County, subject to the approval of the participating entities.
- F. An Application Review Committee shall consist of members appointed by the Program Oversight Committee to evaluate and rate applications for funding and provide recommendations to the Program Oversight Committee on such funding applications. The Application Review Committee members may include an appointed member representing housing professionals from outside the County and should include appointed local professionals with experience in relevant fields such as real estate development, housing, the building industry, planning, sustainable development, human service needs, or real estate finance.
- G. Participating entities agree to enter into the MOU with the understanding that funds will be provided based on the recommendations of the Program Oversight Committee, and to enter into grant agreements with funding recipients in a timely fashion. However, notwithstanding the above, each participating entity shall have the right to decline use of its own funds for an application recommended for approval by the Program Oversight Committee that does not, at its sole discretion, match its housing initiative priorities. In recognition that City residents pay property taxes to the County, the County agrees not to decline an application for funding solely because the housing project is located within the City, to the extent permitted by applicable laws and regulations governing use of County funds paid toward the funding of the NOFA. The decision of the participating entity to decline support of a project cannot be overruled by the Program Oversight Committee.
- H. Each participating entity shall contribute funds in the amounts specified below to be used to capitalize the Community Housing Development Fund. Each participating entity will have custody of and manage its individual contributions, at its own expense.

Table 1: Sources of Funds for the NOFA.

Term of MOU	<i>Tompkins County</i>	<i>City of Ithaca</i>	<i>Cornell University</i>	<i>Total</i>
Year 1	\$100,000	\$100,000	\$200,000	\$400,000
Year 2	\$100,000	\$100,000	\$200,000	\$400,000
Year 3	\$100,000	\$100,000	\$200,000	\$400,000
Year 4	\$100,000	\$100,000	\$200,000	\$400,000
Year 5	\$100,000	\$100,000	\$200,000	\$400,000
Year 6	\$100,000	\$100,000	\$200,000	\$400,000
Total Contribution	\$600,000	\$600,000	\$1,200,000	\$2,400,000

I. The COUNTY agrees to:

1. Contribute \$600,000 (\$100,000 annually per Table 1 during the term of the MOU) toward the funding of the NOFA and any affordable housing related efforts approved by the participating entities.
2. Participate in the Program Oversight Committee to prepare a Notice of Funding Availability (NOFA).
3. Make such contribution on the condition that all disbursements of funding made from its contributions are used on proposed housing projects or related efforts approved by the participating entities, consistent with the municipal program requirements for the sources of funding.
4. Participate on the Program Oversight Committee throughout the NOFA process.
5. Provide assistance from staff of the Tompkins County Planning Department to support the administration of the Fund.
6. Provide assistance from staff of the Tompkins County Planning Department to support the Program Oversight Committee and the Applications Review Committee.
7. Enter into agreements for disbursement of funds to approved recipients.
8. Track all funds contributed to the Community Housing Development Fund, invoice participating entities for the funds awarded from their contributions to particular proposals, and disburse the funding awards as appropriate for proposals awarded funding.
9. Account on a regular basis to the other participating entities for disbursement of funds from the Community Housing Development Fund.
10. Determine a process by which the COUNTY will determine whether or not it grants approval of using the Community Housing Development Fund to support additional affordable housing-related activities suggested by the Program Oversight Committee. No COUNTY contributions to the Fund will be used for these additional activities without COUNTY approval.

J. The CITY agrees to:

1. Contribute \$600,000 (\$100,000 annually per Table 1 during the term of the MOU) toward the funding of the NOFA.
2. Participate in the Program Oversight Committee to prepare a Notice of Funding Availability (NOFA).
3. Make such contribution on the condition that all disbursements of funding made from its contributions are used on proposed housing projects or related efforts approved by the participating entities, consistent with the municipal program requirements for the sources of funding.
4. Participate on the Program Oversight Committee throughout the NOFA process.

5. Enter into fiscal agreement(s) with the COUNTY and make funds available for disbursement to approved recipients receiving support from the City's contribution to the Fund.
6. Track City funds committed to the Community Housing Development Fund.
7. Determine a process by which the CITY will determine whether or not it grants approval of using the Community Housing Development Fund to support additional affordable housing-related activities suggested by the Program Oversight Committee. No CITY contributions to the Fund will be used for these additional activities without CITY approval.

K. CORNELL agrees to:

1. Contribute \$1,200,000 (\$200,000 annually per Table 1 during the term of the MOU) toward the funding of the NOFA.
2. Participate in the Program Oversight Committee to prepare a Notice of Funding Availability (NOFA) consistent with Cornell University's workforce development and housing goals.
3. Make such contribution on the condition all disbursements of funding made from its contributions are used on proposed housing projects or related efforts approved by the participating entities, consistent with Cornell University's workforce development and housing goals.
4. Participate on the Program Oversight Committee throughout the NOFA process.
5. Make funds available for disbursement to approved recipients receiving support from Cornell's contribution to the Fund.
6. Track Cornell funds committed to the Community Housing Development Fund.
7. Determine a process by which the Cornell will determine whether or not it grants approval of using the Community Housing Development Fund to support additional affordable housing-related activities suggested by the Program Oversight Committee. No CORNELL contributions to the Fund will be used for these additional activities without CORNELL approval.

L. Additional municipalities, major employers, charitable foundations, or private entities are encouraged to contribute funding to the Community Housing Development Fund. It is the responsibility of the Program Oversight Committee to oversee the contributions of additional entities. The Program Oversight Committee may accept or reject contributions at its sole discretion. The Program Oversight Committee will at its sole discretion determine how funds from additional entities are to be disbursed. In the event an additional municipality, major employer or charitable foundation who commits to contribute funding also seeks representation on the Program Oversight Committee, such representation shall be permitted as follows:

1. A contribution of \$50,000 or more to the Community Housing Development Fund by an interested municipality, major employer or charitable foundation will make it eligible to appoint one associate member to the Program Oversight Committee for the program year in which the contribution is made. Associate members will have voting privileges but will not be counted towards quorum.
2. The contributors will agree to disburse funding awards for proposal(s) receiving funding as directed by the Program Oversight Committee.

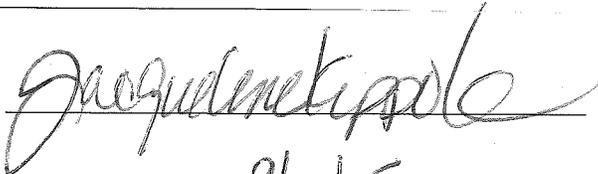
M. Funds not expended in one year by any of the participating entities will be rolled over to the following year and will be available in addition to the participating entity's annual contribution.

N. This MOU shall be effective upon execution by all the participating entities and shall have a term of six-years or until such time as funds encumbered by each of the participating entities for the Community Housing Development Fund are committed and fully expended, whichever is later.

- O. Each participating entity may terminate this MOU for any reason upon thirty (30) days written notice to the other participating entities. Upon termination, the terminating entity shall honor the funding obligations from any agreements made by it with funding recipients prior to the date of termination. Any contributions committed to the Community Housing Development Fund by the terminating entity for the year within which the written notice of termination was issued will remain available for use on Community Housing Development Fund projects.
- P. Modification: This Memorandum of Understanding may be modified at any time by mutual agreement of all three signatories.
- Q. The Program Oversight Committee will review the Notice of Funding Availability, Program Oversight Committee bylaws, and the Memorandum of Understanding as needed. When the POC has discussed a particular programmatic change, final approval of language can be obtained by email with all committee members. If an objection is raised by any voting member within 10 business days, said change must be brought to the next Program Oversight Committee meeting for a final decision. Should no objections be raised within 10 business days, the change will take effect.
- R. To the extent permitted by law, each participating entity hereby agrees to indemnify, hold harmless and defend the other participating entities and their respective officers, employees, agents and elected officials from and against any and all claims and actions brought against the other participating entities and their respective officers, employees, agents or elected officials, for injury or death to any person or persons, or for damage to property, arising out of the performance of this Memorandum of Understanding by the participating entity, its employees, subcontractors, or agents.
- S. Participating entities will not discriminate against any employee, applicant for employment, sub-contractor, supplier of materials or services, or program participant because of actual or perceived: age, creed, color, disability, ethnicity, familial status, gender, height, immigration or citizenship status, marital status, national origin, race, religion, sexual orientation, socio-economic status, or weight.
- T. The Program Oversight Committee shall adopt, by agreement of at least seven committee members, bylaws that minimally define a quorum as 6 members including at least 2 voting members from each participating entity, and specify the minimum number of votes required to take action. Amendments to the bylaws shall require agreement of at least seven duly appointed committee members.

Tompkins County

Name: JACQUELINE KIPPOLA
RISK MANAGER
Title: COUNTY OF TOMPKINS

Signature: 

Date: 9/16/15

City of Ithaca

Name: Frank Myrk

Title: Mayor

Signature: 

Date: 10/14/2015

Cornell University

Name: Elizabeth Garnett

Title: President

Signature: 

Date: Nov. 10, 2015