

COUNTY OF DEKALB

RESOLUTION 2022-R-5

**RESOLUTION TO ENTER INTO A COOPERATIVE AGREEMENT WITH  
THE INDIANAPOLIS HOUSING AGENCY TO PARTICIPATE IN THE  
HOOSIER HOMES PROGRAM**

WHEREAS, DeKalb County is a political subdivision organized and existing under the Constitution and State Law of Indiana, and

WHEREAS, DeKalb County seeks out independent agencies to establish a housing program which includes but is not limited to expanding single family home purchase options within its eligible jurisdiction, in an effort to support homeownership and the commitment to cultivating a thriving community; and

WHEREAS, the Indianapolis Housing Agency ("IHA") sponsors and administers the Indiana Housing Initiative ("Hoosier Homes Program") to provide a homeownership program with competitive HUD, Fannie Mae and Freddie Mac eligible mortgage loans and down payment and closing cost assistance towards the purchase of existing and newly constructed homes within Marion County, Indiana, for the benefit of qualified homebuyers, and

WHEREAS, IHA has invited DeKalb County to participate in its Hoosier Homes Program as a government sponsor to implement the program in DeKalb County; and

WHEREAS, pursuant to Indiana Code Section 36-1-7-2(b), Indiana governmental entities that only want to exchange services, supplies, or equipment between or among themselves may enter into contracts to do this;

WHEREAS, DeKalb County has the full legal authority to enter into an intergovernmental cooperative agreement with IHA, and that DeKalb County desires to delegate to IHA the authority to take such actions as may be necessary or convenient to make the Hoosier Homes Program available on its behalf within its jurisdiction; and

WHEREAS, DeKalb County desires to enter into a Cooperative Agreement with IHA with the High Performance Government Network d/b/a the Housing Resource Hub and Stifel Nicolaus & Company, as Administrators, with the condition that the Hoosier Homes Program does not create an administrative or fiscal obligation to DeKalb County, and that a revenue source will be due and payable to DeKalb County as mortgage loans are originated; and

WHEREAS, it is the recommendation of the Board of Commissioners of the County of DeKalb, Indiana ("Commissioners") to approve DeKalb County's participation in the Hoosier Home Program.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE COUNTY OF DEKALB, INDIANA THAT:

The Commissioners hereby authorize and direct DeKalb County employees and officials to execute and deliver the Cooperative Agreement attached hereto as Appendix A and to take such other actions as may be necessary or convenient to carry out and give effect to DeKalb County's participation in the Hoosier Homes Program.

ADOPTION

Ayes: 3

Nays: 0

Abstentions: 0

Adopted and resolved this 18<sup>th</sup> day of April 2022. This resolution shall be effective immediately upon adoption.

**THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF DEKALB**

  
Bill Hartman, Commissioner

  
Mike Watson, Commissioner

  
Todd Sanderson, Commissioner


ATTEST:

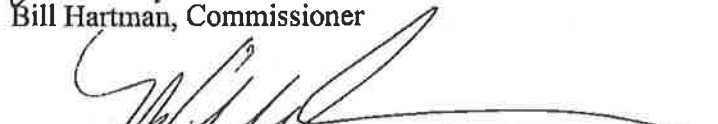
  
Susan Sleeper, DeKalb County Auditor

**WAIVER OF SECOND READING**

On motion duly made and seconded, the second reading of the foregoing resolution was unanimously waived and the resolution was deemed effective upon final adoption hereof.

**THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF DEKALB**

  
\_\_\_\_\_  
Bill Hartman, Commissioner

  
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Mike Watson, Commissioner

  
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Todd Sanderson, Commissioner

ATTEST:

  
\_\_\_\_\_  
Susan Steeper, DeKalb County Auditor

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## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this "Agreement"), is by and between **The Board of Commissioners of the County of DeKalb, Indiana** ("the County"), a political subdivision duly organized and existing under the laws of the State of Indiana and the **Indianapolis Housing Agency** ("IHA"), an instrumentality of government duly organized and existing under the laws of the State of Indiana;

### RECITALS:

WHEREAS, the County is a political subdivision organized and existing under the Constitution and State Law of Indiana, and

WHEREAS, the County seeks out independent agencies to establish a housing program which includes but is not limited to expanding single family home purchase options within its eligible jurisdiction, in an effort to support homeownership and the commitment to cultivating a thriving community; and

WHEREAS, IHA sponsors and administers the Indiana Housing Initiative ("Hoosier Homes Program," or "Program") to provide a homeownership program with competitive HUD, Fannie Mae and Freddie Mac eligible mortgage loans and down payment and closing cost assistance towards the purchase of existing and newly constructed homes within Marion County, Indiana, for the benefit of qualified homebuyers, and

WHEREAS, IHA has invited the County to participate in its Hoosier Homes Program as a government sponsor to implement the program in DeKalb County ("County"); and

WHEREAS, pursuant to Indiana Code Section 36-1-7-2(b), Indiana governmental entities that only want to exchange services, supplies, or equipment between or among themselves may enter into contracts to do this;

WHEREAS, the County has the full legal authority to enter into an intergovernmental cooperative agreement with IHA, and that the County desires to delegate to IHA the authority to take such actions as may be necessary or convenient to make the Hoosier Homes Program available on its behalf within its jurisdiction; and

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the COUNTY and IHA hereby agree as follows:

Section 1. The County hereby authorizes IHA to offer the Program within the County's boundaries.

Section 2. IHA hereby agrees to provide the Program within the County's boundaries and to abide by each of the terms and conditions of this Agreement in connection with the Program. IHA agrees to make the Program available to qualified borrowers on behalf of the County for the origination of home mortgages within the County's jurisdiction.

Section 3. The Parties may terminate this Agreement at any time; provided, however, that no such termination will be effective with respect to then-current Program participants. In the event that the Program is terminated, this Agreement, and all duties, obligations and rights of IHA and the County hereunder, shall terminate except with respect to then-current Program participants.

Section 4. The County's participation in the Hoosier Homes Program pursuant to this Agreement shall not be construed as creating or constituting a general obligation or multiple fiscal year direct or indirect indebtedness or other financial obligation whatsoever of the County nor a mandatory payment obligation of the County in any fiscal year during which this Agreement shall be in effect.

Section 5. A per loan fee will be paid to the County ("the County Fee") equal to 0.0025 (.25%) of the first mortgage amount for each and every Mortgage Loan originated and purchased by the servicer. IHA will receive a fee ("the IHA Fee") equal to \$150 for each and every Mortgage Loan purchased by the servicer. An invoice shall be submitted to the servicer on the 5th business day of each month for all Administrative Fees, including the County Fee for Qualified Mortgage Loans purchased in its respective capacity as the Program's servicer, during the preceding month. The County Fee shall be promptly paid in accordance with written instructions from the County.

Section 6. Both parties shall observe and comply with the applicable laws, ordinances, regulations and codes of the Federal, State, and other local government agencies which may in any manner affect the performance of this Agreement.

Section 7. All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:        DeKalb County  
                                  Attn: Commissioners  
                                  100 S. Main Street  
                                  Auburn, IN 46706

If to IHA:                 Indianapolis Housing Agency  
                                  Attention: Executive Director  
                                  1919 N. Meridian Street  
                                  Indianapolis, IN 46202

[Signatures on the following pages]

IN WITNESS WHEREOF, IHA and the County have caused this Agreement to be executed and be effective as of April 18, 2022

**THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF DEKALB**

  
\_\_\_\_\_  
Bill Hartman, Commissioner


  
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Mike Watson, Commissioner

  
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Todd Sanderson, Commissioner

ATTEST:

  
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Susan Sleeper, DeKalb County Auditor


**Indianapolis Housing Agency**

By   
~~John E. Hall, Executive Director~~  
CHRIS WALSH, CHIEF OPERATING OFFICER


**Administrator Joinder and Acknowledgement**

The undersigned hereby acknowledges and accepts its appointment as Co-Program Administrator of the program and hereby acknowledges, accepts and agrees to all duties, obligations and covenants imposed upon it as a Program Administrator under this Cooperative Agreement.

**High Performance Government Network  
d/b/a Housing Resource Hub, as Co-Program  
Administrator**

By:   
Name: Ryan P. Chasey  
Title: Executive Director

**Stifel Nicolaus & Company, as Co-Program  
Administrator**

  
MARCI PASKULIN  
MANAGING DIRECTOR

[Signature Page to Cooperative Agreement]

