

A RESOLUTION AUTHORIZING THE MAYOR TO FILE AN APPLICATION WITH THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT, FOR UP TO \$850,000 FOR PROGRAM YEAR 2015 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments for the purpose of addressing local housing needs; and

WHEREAS, housing needs have previously been identified in the City of Fremont Community Housing Improvement Strategy (CHIS) and by its Housing Advisory Committee; and

WHEREAS, OCD now encourages local CHIP eligible grantees to request funds as partners in one application and the County of Sandusky is a local CHIP eligible grantee that the City of Fremont desires to partner with; and

WHEREAS, the City of Fremont desires to participate in the Program Year 2015 CHIP Program as the single applicant for funds for the city and the county to receive financial assistance to address the needs identified; and

WHEREAS, the City of Fremont has the authority to apply for financial assistance and to administer the amounts received from the State of Ohio, Development Services Agency, Office of Community Development, for both the city and Sandusky County, through its CHIP Program; and

WHEREAS, appropriate public hearings have been or will be held to receive public input for the application;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FREMONT, STATE OF OHIO,

SECTION 1. That, based on the recommendation of the Mayor following a Request for Qualifications process, the city procured WSOS Community Action Commission, Inc. to write the application for CHIP funding, and

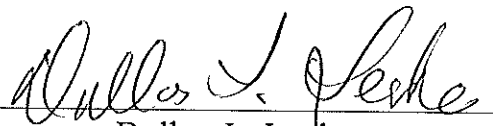
SECTION 2. That the Mayor is authorized to sign and submit an application for Program Year 2015 CHIP funding to the State of Ohio, Development Services Agency, Office of Community Development (OCD) on behalf of the city and the partnering jurisdiction, the County of Sandusky (see Partnering Agreement attached as Exhibit A).

SECTION 3. That the Council of the City of Fremont hereby understands and agrees that participation in the program will require compliance with program guidelines and assurances on behalf of the City of Fremont and the partnering jurisdiction, the County of Sandusky.

SECTION 4. 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 this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 5. The immediate operation of the provisions of this resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Fremont. Said emergency being the need to comply with time deadlines for the application process.

This resolution, provided it receives a two-thirds yea or nay vote of all the members elected to the Fremont City Council, is hereby declared to be an emergency measure and this resolution shall be in full force and effect from and after its passage by the Council of the City of Fremont, approval by the Mayor, and publication and posting as required by law.



Dallas L. Leake
President of Council

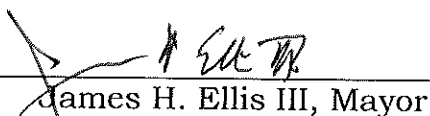
PASSED: 3-5-15

Effective date: 3-5-15

YEAS: 6 NAYS: 0



Stephanie L. Martin, City Council Clerk



James H. Ellis III, Mayor

Res440

Approved as to form:

A handwritten signature in black ink, appearing to be 'JFM', written over a horizontal line.

James F. Melle, Director of Law
City of Fremont, Ohio

CHIP Joint Cooperating Agreement

between

City of Fremont and Sandusky County

(The "Partners")

This CHIP Joint Cooperating Agreement is made as of the ____ day of _____, 2015, by and between the City of Fremont and the Sandusky County, (the "Partners").

WHEREAS, housing needs have previously been identified in the Community Housing Improvement Strategies (CHIS) developed individually by the Partners; and

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments under its Fiscal Year 2015 Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs; and

WHEREAS, OCD now encourages local CHIP eligible grantees to request funds as partners in one application, and

WHEREAS, each of the Partners desires to file a combined application under the CHIP Program to receive financial assistance to address the needs as identified by the Housing Advisory Committee, and

NOW, THEREFORE, the Partners hereby agree to the following terms of this Cooperating Agreement:

1. City of Fremont has agreed to serve as the single Applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded;
2. City of Fremont is responsible for submitting the CHIP grant application in cooperation with Sandusky County, including procuring an administrator(s) who shall also conduct the detailed tasks of the planning process.
3. City of Fremont agrees to implement the FY'2015 CHIP, if funded, in compliance with Community Development Block Grant, HOME and Ohio Housing Trust Fund requirements, the State of Ohio Consolidated Plan, the CHIP program guidelines, and this agreement.
4. This Cooperating Agreement applies to any funds awarded from the State of Ohio FY'2015 CHIP program. This Cooperating Agreement remains in effect until the CHIP funds are expended and the funded activities completed and closed out. The Partners cannot terminate or withdraw from this Cooperating Agreement while it remains in effect.

5. The Partners have a mutual understanding that they are in compliance with Program Policy Notice: OCD 13-04, Agreements for Grant Administration of Office of Community Development Programs.
6. The Partners acknowledge that the total request for CHIP funds is based on maximum budget contributions as follows:
 - The City of Fremont: \$350,000 + \$50,000 partner incentive, totaling \$400,000
 - Sandusky County: \$400,000 + \$50,000 partner incentive, totaling \$450,000
7. The Partners understand that funds may be awarded to either or both jurisdictions that are less than the maximum.
8. The partners will arrive at a decision prior to submission of the 2015 CHIP application on commitments of program income or other resources as leveraged funds to the request.
9. The Partners expect that the grantee will direct the administrator to commit activity funds, as much as is practical, proportional to the jurisdictional totals in # 6 and 8 above, adjusted proportional to the relative shares of any grant award.
10. Notwithstanding #9 above and legitimate efforts to achieve the expectations therein, the Partners agree that, should the lack of availability of eligible applicants in one jurisdiction as of December 31, 2016 create a risk that the grantee will be unable to commit all funds by March 31, 2017, the grantee may redirect remaining funds to an area(s) of higher demand in order to fully expend grant funds.
11. This Cooperating Agreement does not contain a provision for veto or other restriction that would allow any party to obstruct the implementation of the CHIP Program during the FY'2015 CHIP grant period.
12. Information will be provided to the grantee by the Partners as necessary for reporting purposes.
13. All program and financial records will be retained by the grantee after financial closeout.
14. The City of Fremont CHIP Policy and Procedures Manual will be adopted for the partnership and shall apply to any activities conducted under the FY'2015 CHIP.
15. The Partners agree that any mortgages expected to generate Program Income will be prepared with the lienholder Partner determined by jurisdictional location of the property being assisted. Program Income will be received by the lienholder and the reporting and expenditure of any such Program Income shall become the responsibility of the Partner holding the lien.

16. The Grantee will commit program income funds to eligible outcomes, as much as is practical, proportional to jurisdictional totals committed to the grant, or to future grants, should this partnership be renewed.

17. The Partners agree that the following table represents the responsibilities for tasks to be undertaken by one or more partners directly, through cooperation, or by contract:

| Task X= primary role Y = support/cooperate | City of Fremont | Sandusky County | Administrator |
|---|--------------------|--------------------|---------------|
| Procure Administrator | X | X | |
| Convene HAC | X | X | X |
| Designate OCEAN program roles | X | | |
| Sign/authorize application submission | X | | |
| Manage grant fund administration and implementation | X | | X |
| Provide on-going oversight of administrator as detailed in administrative contract | X | | |
| Receive and manage program income | X | X | X |
| Pay contractors/vendors | X | | X |
| Prepare/File reports | X | | X |
| Retain all grant records for auditing/monitoring | X | | X |

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsel of each Party, and it has been determined that the terms and conditions of said agreement are fully authorized under State and local law and that said agreement provides legal authority for City of Fremont.

Approval by governing Bodies:

This agreement has been approved by the governing bodies as follows. Documentation is attached to demonstrate appropriate actions by:

Approved by Fremont City Council: Resolution # _____, Date: _____

Approved by Sandusky County Commissioners: Resolution # _____, Date: _____

THE UNDERSIGNED REPRESENTATIVES OF THE PARTNERS TO THIS COOPERATING AGREEMENT HEREBY AGREE TO THE ABOVE STATED TERMS AND CONDITIONS ON THIS _____ DAY OF _____, 2015.

City of Fremont:

By _____
James H. Ellis, Mayor

Sandusky County:

By _____
President, Sandusky County Commissioners