

RESOLUTION NO. 2018-04-26A

**A RESOLUTION AUTHORIZING THE TOWN OF ST. JOHN, INDIANA
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF LAKE,
INDIANA IN UNDERTAKING COMMUNITY DEVELOPMENT
ACTIVITIES**

WHEREAS, the Town of St. John, Indiana is interested in a program of community development; and

WHEREAS, it is necessary for the Town to obtain funds to achieve such goals and objectives as provided by the Housing and Community Development Act of 1974 as amended; and

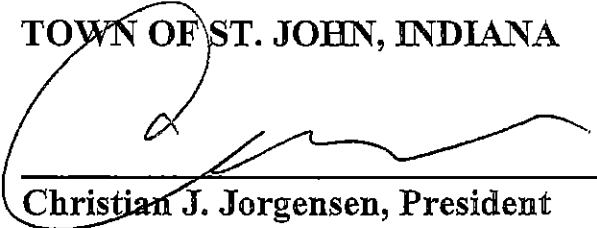
WHEREAS, said Act encourages municipalities to enter into Cooperation Agreements with the County regarding said Act; and

WHEREAS, the County of Lake has expressed its desire to qualify as an Urban County under the provisions of the aforementioned Act; and

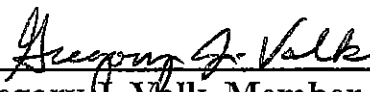
NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the County of Lake, Indiana as follows:

The Town Board President of the Town of St. John is hereby authorized and directed to enter into an agreement with the County of Lake, Indiana, for the purpose of undertaking essential community development activities, a copy of which Agreement is attached hereto, incorporated herein by reference and identified as "Exhibit A".

TOWN OF ST. JOHN, INDIANA


Christian J. Jorgensen, President

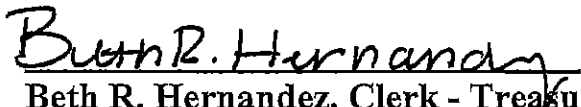
Mark Barenie, Vice-President


Gregory J. Volk, Member

Michael S. Forbes, Member


Stephen Hastings, Member

ATTEST:


Beth R. Hernandez, Clerk - Treasurer

**FY 2019 – 2021
COOPERATION AGREEMENT**

This Agreement, entered into this 26 day of April, 2018, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of St. John hereinafter called "Municipality".

WITNESSETH:

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended to date (hereinafter referred to as the "Act"). This Act creates the Community Development Block Grant (CDBG) Program which has as its primary goals the funding of activities which benefit low and moderate income households or, prevent or eliminate slums or blight or, meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community where other financial resources are not available to meet such needs; and

WHEREAS, both the Municipality and the County are desirous of entering into community development activities within the County of Lake which are directed toward said goals and are desirous of seeking such Federal funding as may be available to them, pursuant to the Act, and

WHEREAS, municipalities and counties in Indiana have authority to enter into agreements whereby a County may undertake, and is authorized by a Municipality, to exercise any power, perform any function, or render any service on behalf of a Municipality, which such Municipality may exercise, perform or render; and

WHEREAS, the Municipality and the County each have authority to carry out the kinds of activities which are the objectives of the Act pursuant to statutes of the Indiana Revised Code; and

WHEREAS, the Municipality and the County have agreed that it is in the best interest of their constituents that the objectives and goals of the Act be carried out within the County of Lake and that the Municipality and the County should join together in community development activities;

NOW THEREFORE IN CONSIDERATION of the provisions hereinbefore and herein after contained, it is mutually agreed as follows:

1. The term of this agreement shall commence September 1, 2019 (the County's FY 2019 CDBG funding year), terminating upon completion of the County's FY 2021 funding year. This Agreement shall include such additional time as may be required for the expenditure of CDBG and Home Investment Partnership Program (HOME) funds and program income, if any, granted to the participating unit of local government during the three year qualification period under this agreement are expended and the funded activities completed, subject to the limitations of ITEM 16 of this Agreement.

Neither the County nor the participating unit of general local government may terminate or withdraw from the agreement while the agreement remains in effect. This Agreement may only be terminated by either party to the Agreement if the U.S. Department of Housing and Urban Development fails to provide Community Development funds to Lake County, Indiana under the Urban County provisions of the Housing and Community Development Act of 1974, as amended, for Federal fiscal years 2019, 2020 and 2021.

2. The Municipality and the County shall cooperate in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically, those activities authorized by the Indiana Revised Code 36-7.

3. The Municipality hereby authorizes the County to undertake and assist the Municipality in carrying out all of the essential activities and objectives of the Act as set forth in the Federal Register, Volume 30, Number 220, Part III, dated November 13, 1974, and its

subsequent revisions, incorporated herein by reference, and all applicable State and Local laws. All activities carried out under this agreement are under the jurisdiction of the Lake County Community Economic Development Department as administrated by the Lake County Redevelopment Commission.

4. The County shall prepare and submit applications to the Secretary of Housing and Urban Development for grants under the terms of the Housing and Community Development Act of 1974, and the National Affordable Housing Act of 1990, as amended to date. These applications shall set forth a three-year Statement of Community Development Objectives, Projected use of Funds and the Consolidated Plan shall hereinafter together be called the "Plan".

5. The Municipality may prepare recommended community development projects and activities within its boundaries. These projects and activities must be in accordance with the goals and objectives of the Act, and must be eligible for funding under the Act. It is understood between the parties that the County is required to administer the program, and it is further understood that the County shall have the responsibility for making the final decisions regarding the distribution of funds and the selection of activities. It is the stated intent of the County that any CDBG Entitlement funds provided under the Urban County Program are to be distributed fairly and on an equitable basis amongst all of the non-entitlement cities and towns, which are participating in the Urban County Program. It is the further intent of Lake County that each Municipality participating in Urban County Community Development Program shall receive funding for some project, or activity, which is eligible under the Act, and meets the goals of the Act. It is also further understood that the Act places emphasis on urban areas in providing for the distribution of Urban County formula projects.

6. If projects or activities within the Municipality are approved and funded, pursuant to the application, the County may permit the Municipality to implement those portions of the plans which are to take place within its boundaries, or the County may implement all portions of the Plan. The parties acknowledge that, the County will have the responsibility and authority for the overall implementation of the program, and for the proper use of the Urban County formula in accordance with the requirements of the Act.

7. The County shall develop a uniform administration procedure for the development of the application and the distribution of Community Development funds. These procedures will of necessity reflect the requirements of the Secretary of Housing and Urban Development and the regulations which the Secretary may develop for the distribution and expenditure of Urban County formula funds.

8. The Municipality authorizes the County to do on behalf of the Municipality in accordance with the conditions of this agreement, all things which the Municipality could do for itself in the making of the application for, and the expenditure of, Urban County funds.

9. The Municipality and the County have adopted, and are enforcing, a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

10. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities pursuant to this Agreement. The Parties further agree that they will take all necessary actions to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended to date, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act to affirmatively further fair housing, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended to date which incorporates Section 504 of the Rehabilitation Development Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws which may apply. The parties further agree that the county shall not fund any activity which is in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing with the jurisdiction of its local government, or that impedes the County's actions to comply with its fair housing certification.

11. The Municipality agrees to comply with all applicable regulations, laws, notices and other requirements of HUD now, or hereafter in effect, pertaining to the CDBG Entitlement Program and the HOME Program. The Municipality further understands that noncompliance by the municipality can provide cause for funding sanctions or other remedial actions by the County, and or, the U.S. Department of Housing and Urban Development.

12. Pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indiana tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

13. The County and Municipality agree that any municipality who has control over CDBG funds, including program income, shall adhere to all regulations applicable to subrecipient under 570.501(b) including the requirements of a written agreement set forth in 570.503 regarding;

1. Statement of Work
2. Records and Reports
3. Program Income
4. Uniform Administrative Requirements
5. Other Program Requirements
6. Conditions for Religious Organizations
7. Suspension and Termination
8. Reversion of Assets

It is further understood that the Municipality is not a Subrecipient under the existing Cooperation Agreement.

14. The Municipality understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG Program; and may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

15. The terms of this Agreement covers both the CDBG Entitlement Program and the Home Investment Partnership Program.

16. FY2019 Program Funds shall be expended by June 9, 2020
FY2020 Program Funds shall be expended by June 8, 2021
FY2021 Program Funds shall be expended by June 7, 2022

IF CDBG FUNDS ARE NOT EXPENDED BY THE ABOVE DATES THOSE FUNDS SHALL BE RE-CAPTURED BY THE COUNTY.

IN WITNESS WHERE OF the parties have hereunto set their hand this 26 day of April, 2018.

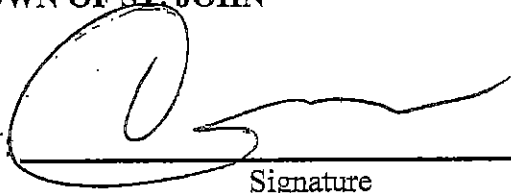
EXECUTION OF AGREEMENT

ATTEST:

TOWN OF ST. JOHN

Beth R. Hernandez
Clerk-Treasurer

BY


Signature

ITS: Town Council President
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE

Kyle W. Allen, Sr.

ATTEST:

Jerry Tippy

John Petalas, Auditor

Michael C. Repay