

The Board met in due form with the following members present: Roosevelt Allen Jr., Frances DuPey and Gerry Scheub. The Council Members present: Elsie Franklin, Will Smith Jr., Donald Potrebic, and Larry Blanchard. They passed the following orders, to wit:

There was a moment for the Opening Prayer and the Pledge was given.

Order#1

In the Matter of L.C. Council Resolution#06-74 – Authorizing Lake County to enter into and execute Cooperation Agreements with those units of General Local Government in Lake County (excluding East Chicago, Hammond and Gary) for which Agreements are required for the purpose of qualifying for the Urban County Entitlement Program under the Housing and Community Development Act of 1974, as amended.

Potrebic made a motion, seconded by Franklin, to approve the L.C. Council Resolution#06-74 – Authorizing Lake County to enter into and execute Cooperation Agreements with those units of General Local Government in Lake County (excluding East Chicago, Hammond and Gary) for which Agreements are required for the purpose of qualifying for the Urban County Entitlement Program under the Housing and Community Development Act of 1974, as amended. Motion passed 4-0, Councilman O'Donnell, Cid, and Tabaczynski absent.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution#06-74 – Authorizing Lake County to enter into and execute Cooperation Agreements with those units of General Local Government in Lake County (excluding East Chicago, Hammond and Gary) for which Agreements are required for the purpose of qualifying for the Urban County Entitlement Program under the Housing and Community Development Act of 1974, as amended. Motion passed 3-0.

RESOLUTION NO. 06-74

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

WHEREAS, Lake County, Indiana is seeking to re-qualify as an Urban County in order to participate in the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development (HUD) under the Housing and Community Development Act of 1974, as amended, and

WHEREAS, HUD has determined that Lake County, Indiana has the powers to carry out essential Community Development and housing assistance activities, and

WHEREAS, The qualification process requires Lake County to enter into cooperation agreements with certain units of general local government in order for such units to be considered part of the Urban County, and

WHEREAS, Said cooperation agreements must be included in the qualification of documentation submitted to HUD no later than July 7, 2006.

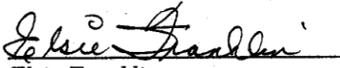
NOW, THEREFORE, BE IT RESOLVED, by the Lake County Council that the Board of Commissioners of the County of Lake is hereby authorized to enter into and execute cooperation agreements with those units of general local government in Lake County (excluding East Chicago, Hammond, and Gary) for which agreements are required for the purpose of qualifying for the Urban County Entitlement Program under the Housing and Community Development Act of 1974, as amended.

Dated this 26 of June, 2006.


William Smith, President


Larry Blanchard

Ron Tabaczynski.


Elsie Franklin

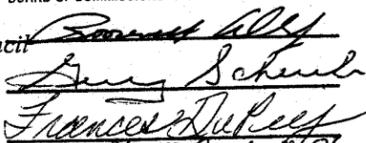
Thomas O'Donnell

Christine Cid


Donald Potrebic.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Members of the Lake County Council


APPROVED THIS 26 DAY OF June, 2006

FY 2007 - 2009
COOPERATION AGREEMENT

This Agreement, entered into this let 26 day of June 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the City of Crown Point 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 15, 2008
- FY2008 Program Funds shall be expended by June 13, 2009
- FY2009 Program Funds shall be expended by June 19, 2010

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 ~~14~~²⁶ day of ~~May~~^{June} 2006.

EXECUTION OF AGREEMENT

ATTEST

Gatt Olson
Clerk-Treasurer

CITY OF CROWN POINT

BY: *x Daniel Klein*
Signature

ITS: MAYOR
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE

Roosevelt Allen, Jr.
Roosevelt Allen, Jr.

Gerry J. Schaub
Gerry J. Schaub

ATTEST:

Peggy Holinga Katona
Peggy Holinga Katona, Auditor

Frances DuPey
Frances DuPey

FY 2007 – 2009
COOPERATION AGREEMENT

This Agreement, entered into this 17th day of May June 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of Dyer 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 13, 2008
- FY2008 Program Funds shall be expended by June 18, 2009
- FY2009 Program Funds shall be expended by June 17, 2010

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 17²⁶ day of ~~AAA~~ June 2006.

EXECUTION OF AGREEMENT

ATTEST
Thomas L. H. [Signature]
Clerk-Treasurer

TOWN OF DYER
BY: [Signature]
Signature
ITS: Town Council President
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE
[Signature]
Roosevelt Allen, Jr.
[Signature]
Gerry J. Scheub

ATTEST:
[Signature]
Peggy Holinga Katona, Auditor

[Signature]
Frances DuPey

FY 2007 - 2009
COOPERATION AGREEMENT

This Agreement, entered into this ~~18~~²⁶ day of ~~APRIL~~ June, 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of Griffith 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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;

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- 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 13, 2008
- FY2008 Program Funds shall be expended by June 18, 2009
- FY2009 Program Funds shall be expended by June 17, 2010

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~~ JUN, 2006.

EXECUTION OF AGREEMENT

ATTEST

[Signature]
Clerk-Treasurer

TOWN OF GRIFFITH

BY: [Signature]
Signature

ITS: COUNCIL PRESIDENT
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE

[Signature]
Roosevelt Allen, Jr.

[Signature]
Gerry J. Schaub

[Signature]
Frances DuPey

ATTEST:

[Signature]
Peggy Holinga Katona, Auditor

FY 2007 - 2009
COOPERATION AGREEMENT

This Agreement, entered into this ~~16th~~²⁶ day of ~~May~~^{June}, 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of Cedar Lake 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 15, 2008
- FY2008 Program Funds shall be expended by June 13, 2009
- FY2009 Program Funds shall be expended by June 19, 2010

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 June 2006.

EXECUTION OF AGREEMENT

ATTEST

Marilynn Eckstein
Clerk-Treasurer

TOWN OF CEDAR LAKE

BY: Robert H. Cunniff
Signature

ITS: Town Council President
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE

Roosevelt Allen, Jr.
Roosevelt Allen, Jr.

Gerry J. Scheub
Gerry J. Scheub

ATTEST:
Peggy Hofinga Katona
Peggy Hofinga Katona, Auditor

Frances DuPey
Frances DuPey

**FY 2007 - 2009
COOPERATION AGREEMENT**

This Agreement, entered into this 26 day of June, 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of Lowell 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 13, 2008
- FY2008 Program Funds shall be expended by June 18, 2009
- FY2009 Program Funds shall be expended by June 17, 2010

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 ~~10th~~ day of June, 2006.

EXECUTION OF AGREEMENT

ATTEST

Judith Walters
Clerk-Treasurer

TOWN OF LOWELL

BY: [Signature]
Signature

ITS: President, Lowell Town Council
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE

[Signature]
Roosevelt Allen, Jr.

[Signature]
Gerry J. Scheub

[Signature]
Frances DuPey

ATTEST: [Signature]
Peggy Holinga Katona, Auditor

FY 2007 – 2009
COOPERATION AGREEMENT

This Agreement, entered into this ~~23rd~~²⁶ day of ~~May~~^{June} 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of Merrillville 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, 2004 (the County's FY 2004 CDBG funding year), terminating upon completion of the County's FY 2006 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 13, 2008
- FY2008 Program Funds shall be expended by June 18, 2009
- FY2009 Program Funds shall be expended by June 17, 2010

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 June, 2006.

EXECUTION OF AGREEMENT

ATTEST

Rose Ann Catala
Clerk-Treasurer

TOWN OF MERRILLVILLE

BY: [Signature]
Signature

ITS: Council President
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE

[Signature]
Roosevelt Allen, Jr.

[Signature]
Gerry J. Scheub

ATTEST:

[Signature]
Peggy Holinga Katona, Auditor

[Signature]
Frances DuPey

FY 2007 - 2009
COOPERATION AGREEMENT

This Agreement, entered into this 26 day of June, 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of New Chicago 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 13, 2008
- FY2008 Program Funds shall be expended by June 18, 2009
- FY2009 Program Funds shall be expended by June 17, 2010

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 June, 2006.

EXECUTION OF AGREEMENT

ATTEST

Sherry L. Hall
Clerk-Treasurer

TOWN OF NEW CHICAGO

BY: Kelley Vickery
Signature

ITS: Tom Council President
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE

Roosevelt Allen, Jr.
Roosevelt Allen, Jr.

Gerry J. Schenk
Gerry J. Schenk

Frances DuPey
Frances DuPey

ATTEST:

Peggy Holinga Katona
Peggy Holinga Katona, Auditor

**FY 2007 – 2009
COOPERATION AGREEMENT**

This Agreement, entered into this 12th day of June, 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of Schererville 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 13, 2008
- FY2008 Program Funds shall be expended by June 18, 2009
- FY2009 Program Funds shall be expended by June 17, 2010

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 June, 2006.

EXECUTION OF AGREEMENT

ATTEST

Jamie M. Melnicki
Clerk-Treasurer

TOWN OF SCHERERVILLE

BY: [Signature]
Signature

ITS: Town Council President
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE

[Signature]
Roosevelt Allen, Jr.

[Signature]
Gerry J. Scheib

ATTEST:
[Signature]
Peggy Holmg Katona, Auditor

[Signature]
Frances DuPey

FY 2007 - 2009
COOPERATION AGREEMENT

This Agreement, entered into this 26 day of June, 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the City of Hobart 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 13, 2008
- FY2008 Program Funds shall be expended by June 18, 2009
- FY2009 Program Funds shall be expended by June 17, 2010

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 July, 2006.

EXECUTION OF AGREEMENT

ATTEST
[Signature]
Clerk-Treasurer

CITY OF HOBART
BY: [Signature]
Signature

ITS: [Signature]
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE
[Signature]
Roosevelt Allen, Jr.
[Signature]
Gerry J. Scheuh

ATTEST:
[Signature]
Peggy Holinga Katona, Auditor

[Signature]
Frances DuPey

**FY 2004 – 2006
COOPERATION AGREEMENT**

This Agreement, entered into this 26 day of June, 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of Highland 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 13, 2008
- FY2008 Program Funds shall be expended by June 18, 2009
- FY2009 Program Funds shall be expended by June 17, 2010

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 June, 2006.

EXECUTION OF AGREEMENT

ATTEST

Melinda D. Boffi
Clerk-Treasurer

TOWN OF HIGHLAND

BY: [Signature]
Signature

ITS: _____
Title



BOARD OF COMMISSIONERS COUNTY OF LAKE

[Signature]
Roosevelt Allen, Jr.

[Signature]
Gerry J. Scheubel

ATTEST:

[Signature]
Peggy Holinga Katona, Auditor

[Signature]
Frances DuPey

**FY 2007 – 2009
COOPERATION AGREEMENT**

This Agreement, entered into this 26th day of April June, 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the City of Lake Station 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 of this Agreement.

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- 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.

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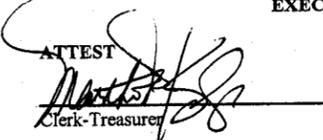
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- FY2009 Program Funds shall be expended by June 17, 2010

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

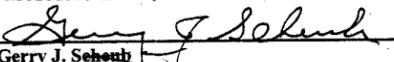
IN WITNESS WHERE OF the parties have hereunto set their hand this 26th day of April June, 2006.

EXECUTION OF AGREEMENT

ATTEST

Clerk-Treasurer

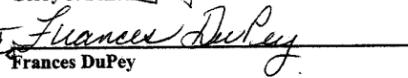
CITY OF LAKE STATION
BY: 
Signature
ITS: Mayer
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE

Roosevelt Allen, Jr.

Gerry J. Scheub

ATTEST:

Peggy Holmgren Katona, Auditor


Frances DuPey

**FY 2007 – 2009
COOPERATION AGREEMENT**

This Agreement, entered into this 26 day of June, 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of Munster 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 13, 2008
- FY2008 Program Funds shall be expended by June 18, 2009
- FY2009 Program Funds shall be expended by June 17, 2010

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 June, 2006.

EXECUTION OF AGREEMENT

ATTEST

David F. Shaper
Clerk-Treasurer

TOWN OF MUNSTER

BY: [Signature]
Signature

ITS: PRESIDENT
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE

[Signature]
Roosevelt Allen, Jr.

[Signature]
Gerry J. Schaub

ATTEST: [Signature]
Peggy Hólinga Katona, Auditor

[Signature]
Frances DuPey

FY 2007 - 2009
COOPERATION AGREEMENT

This Agreement, entered into this 26th day of May June, 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of Schneider 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 13, 2008
- FY2008 Program Funds shall be expended by June 18, 2009
- FY2009 Program Funds shall be expended by June 17, 2010

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 26th day of May June, 2006.

EXECUTION OF AGREEMENT

ATTEST
[Signature]
Clerk-Treasurer

TOWN OF SCHNEIDER
BY: [Signature]
Signature
ITS: [Signature]
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE
[Signature]
Roosevelt Allen, Jr.
[Signature]
Gerry J. Scheuf

ATTEST:
[Signature]
Peggy Holinga Katona, Auditor

[Signature]
Frances DuPey

FY 2007 - 2009
COOPERATION AGREEMENT

This Agreement, entered into this 26 day of June, 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the City of Whiting 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 13, 2008
- FY2008 Program Funds shall be expended by June 18, 2009
- FY2009 Program Funds shall be expended by June 17, 2010

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 June, 2006.

EXECUTION OF AGREEMENT

ATTEST

Margaret Brownish
Clerk-Treasurer

CITY OF WHITING

BY: Joseph W. Stephens
Signature

ITS: MAYOR 4/18/2006
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE

Roosevelt Allen, Jr.
Roosevelt Allen, Jr.

Gerry J. Scheub
Gerry J. Scheub

ATTEST:

Peggy Holinga Katona
Peggy Holinga Katona, Auditor

Frances DuPey
Frances DuPey

FY 2007 - 2009
COOPERATION AGREEMENT

This Agreement, entered into this 25th day of June 2006, 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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".

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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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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.

13. 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.

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

- 15. FY2007 Program Funds shall be expended by June 13, 2008
- FY2008 Program Funds shall be expended by June 18, 2009
- FY2009 Program Funds shall be expended by June 17, 2010

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 June, 2006.

EXECUTION OF AGREEMENT

ATTEST
[Signature]
Clerk-Treasurer

TOWN OF ST. JOHN
BY: [Signature]
Signature

ITS: [Signature]
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE
[Signature]
Roosevelt Allen, Jr.

[Signature]
Gerry J. Scheub

ATTEST:
[Signature]
Peggy Holinga Katona, Auditor

[Signature]
Frances DuPey

FY 2007 – 2009
COOPERATION AGREEMENT

This Agreement, entered into this 26th day of Allen June, 2006, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of Winfield 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, 2007 (the County's FY 2007 CDBG funding year), terminating upon completion of the County's FY 2009 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 15 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 2007, 2008 and 2009.

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 that in undertaking, or assisting in undertaking, essential community development and housing assistance activities pursuant to this Agreement, they will take all required actions necessary to assure compliance of 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, 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, and other applicable laws which may apply, and further, the County will fund no activity in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within the jurisdiction of general 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. 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;

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EXECUTION OF AGREEMENT

ATTEST
[Signature]
Clerk-Treasurer

TOWN OF WINFIELD
BY: [Signature]
Signature
ITS: Town Council President
Title

BOARD OF COMMISSIONERS COUNTY OF LAKE
[Signature]
Roosevelt Allen, Jr.
[Signature]
Gerry J. Scheub

ATTEST:
[Signature]
Peggy Holinga Katona, Auditor

[Signature]
Frances DuPey

Potrebic made a motion, seconded by Blanchard, to adjourn. Motion passed 4-0, Councilman O'Donnell, Cid, and Tabaczynski absent.

The next Board of Commissioners Meeting will be held on Wednesday, July 19, 2006 at 10:00 A.M.

There being no further business before the Board at this time, Scheub made a motion, seconded by DuPey, to adjourn.

GERRY SCHEUB, PRESIDENT

FRANCES DUPEY

ROOSEVELT ALLEN JR.

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR