

FLOYD COUNTY RESOLUTION NO. FCR - 77-1 (a)

WHEREAS, it has been determined by the Civil City of New Albany, Indiana and the Board of Commissioners of the County of Floyd, Indiana, that certain mutual advantages will result from jointly working to solve certain housing and neighborhood conservation problems existing within the community; and

WHEREAS, in the furtherance and achievement of this goal, said City and County have deemed it necessary and appropriate to apply for certain Community Development Block Grant Funds administered by the U.S. Department of Housing and Urban Development under the Housing and Community Development Act of 1974; and

WHEREAS, the Board of Commissioners of the County of Floyd and the Mayor of the Civil City of New Albany, Indiana, have determined it to be in their best interest to conclude an Agreement pertaining to the submission of an application for said funds and the administration of such monies as may be forthcoming as the result of such application, all pursuant to the provisions of I.C. 1971, 18-5-1.5.

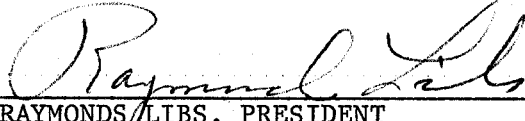
NOW THEREFORE:

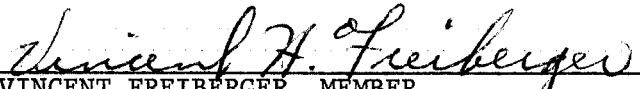
BE IT RESOLVED, that the Board of Commissioners of the County of Floyd execute that certain Housing and Development Agreement by and between the Civil City of New Albany, Indiana, and the County of Floyd, Indiana, a copy of which Agreement is attached to this Resolution and made a part hereof.

BE IT FURTHER RESOLVED, that upon the effective date of said Agreement and pursuant to the terms and conditions thereof, the Board of Commissioners of the County of Floyd appoint a five member Floyd County Community Development Policy Committee, which Committee shall establish implementation policies for all funds approved by the Department of Housing and Urban Development for such county projects as are included in the application to be filed by this Board and to perform such other functions and responsibilities as may be dictated by the attached Agreement or promulgated pursuant thereto.

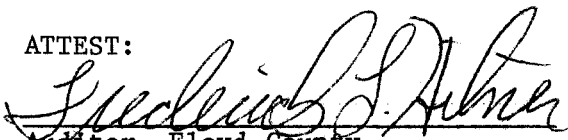
BE IT FURTHER RESOLVED, that this Board take such further action as may reasonably necessary to fulfill the terms and provisions of this Agreement; the processing of an application for funds administered by the United States Department of Housing and Urban Development under the Housing and Community Act of 1974; and, that Raymond Libs, President of the Board of Commissioners of the County of Floyd be, and he hereby is, empowered to execute such documents for and on behalf of this Board as may be reasonably necessary to accomplish the results intended hereby and by the Agreement made a part hereof.

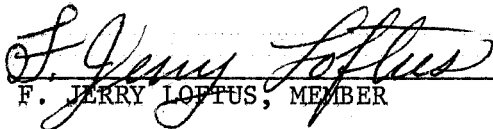
DATED this 17 day of February, 1977.


RAYMONDS LIBS, PRESIDENT


VINCENT FREIBERGER, MEMBER

ATTEST:


Auditor, Floyd County


F. JERRY LOFTUS, MEMBER

HOUSING AND COMMUNITY DEVELOPMENT AGREEMENT

THIS AGREEMENT made by and between the CITY OF NEW ALBANY, INDIANA, hereinafter referred to as the "City," and the COUNTY OF FLOYD, INDIANA, hereinafter referred to as the "County," entered into this 17th day of February, 1977.

WHEREAS, it has been determined by the City and County that certain mutual advantages exist for jointly working to solve certain housing and neighborhood conservation problems and for filing applications for 1977 Community Development Block Grant funds to the U.S. Department of Housing and Urban Development under the Housing and Community Development Act of 1974, and such mutual advantages also exist for administering any approved 1977 CDBG funds and program under a joint agreement rather than by separate authority; and

WHEREAS, State statutory authority exists for such contractual agreement to file, implement and administer said applications, programs and funds; said authority being IC 18-5-5.1 (1976 Ed.);

NOW THEREFORE, upon consideration of mutual promises contained herein and upon consideration of the recitals hereinabove set forth, it is hereby agreed between the parties hereto, as follows:

ARTICLE 1: DEFINITIONS

A. "CDBG" shall mean the Community Development Block Grant funding program of the U.S. Department of Housing and Urban Development, under the authority of the Housing and Community Development Act of 1974.

B. "City" shall mean the City of New Albany, Indiana.

C. "County" shall mean the County of Floyd, Indiana.

D. "Redevelopment Commission" shall mean the City of New Albany Redevelopment Commission, the City of New Albany Department of Redevelopment, and the employees and delegates thereof.

E. "DHUD" shall mean the U.S. Department of Housing and Urban Development.

F. "Full Application" shall mean the 1977 Community Development Block Grant full application, submittable only upon invitation by the U.S. Department of Housing and Urban Development.

G. "Preapplication" shall mean the preliminary 1977 Community Development Block Grant application, designated by the U.S. Department of Housing and Urban Development as the preapplication.

H. "Chief Executive Officer(s)" shall mean the DHUD designated term for the highest executive official of a community, who has authority to submit a Community Development Block Grant preapplication and full application; specifically, said officials shall be the Mayor of the City and the President of the Board of County Commissioners.

I. "Party" shall mean the City of New Albany, Indiana or the County of Floyd, Indiana; "Parties" shall mean both.

ARTICLE 2: PURPOSE

The purpose of this Agreement shall be for establishing the joint cooperation between the City and County in filing preapplications and full applications for 1977 CDBG funds, for implementing and administering any approved 1977 CDBG programs and funds, and for establishing the terms and arrangements under which any approved programs and funds shall be administered.

ARTICLE 3: DURATION

This Agreement shall become in full force and effect upon being signed by the parties hereto and being recorded with the County Recorder. If the 1977 CDBG full application is approved by DHUD, the termination of this Agreement shall be one (1) year from the date of notification of the release of 1977 CDBG funds by DHUD, or the end of calendar year 1978, whichever is later; provided, however, this Agreement shall not terminate until all funds requiring joint cooperation in accordance with this Agreement have been expended, returned or otherwise dispersed. If the 1977 CDBG preapplication and full application are disapproved by DHUD, this Agreement shall terminate upon written notification by DHUD of said disapproval.

ARTICLE 4: SUBMISSION OF PREAPPLICATION AND FULL APPLICATION

A. A 1977 CDBG preapplication shall be filed by the County with DHUD and shall be delivered or postmarked to DHUD on or before February 18, 1977.

B. A 1977 CDBG preapplication shall be filed by the City with HUD and shall be delivered or postmarked to DHUD on or before February 18, 1977.

C. If DHUD extends an invitation for full application to be submitted, a full application shall be submitted by the County and/or City, as appropriate, to DHUD and shall be submitted to DHUD on or before the deadline established by DHUD.

D. Concurrently with submission of preapplications and full applications to DHUD, each shall also be submitted to the Indiana State Budget Agency, River Hills Regional Planning Commission and Kentuckiana Regional Planning and Development Agency for A-95 Review and Comment.

ARTICLE 5: CONTENT OF PREAPPLICATIONS AND FULL APPLICATIONS

The preapplications and full applications shall include certain projects and/or activities designated specifically for the City and for the County; said projects and/or activities to be carried out within the areas of the specified jurisdictions as designated in the DHUD 1977 CDBG application. A City-County Community Development Steering Committee shall be utilized to initiate citizen involvement, identify important housing and community development needs, conduct public hearings as required, identify and develop goals and objectives for the community development program, identify preliminary resources, prepare preliminary CDBG proposals, prepare preapplication and full application budgets, prepare Housing Assistance Plans, assemble final community development programs, preapplications and full applications, subject to the approval of the respective Chief Executive Officers.

ARTICLE 6: GRANT ADMINISTRATION

A. Of the approved CDBG grant administrative funds, the same shall be apportioned between the City and County as follows: 34% County, 66% City.

B. Under authority of IC 18-7-7.1 (1976 Ed.), the City Redevelopment Commission shall administer all projects and/or activities approved in the 1977 CDBG full application; the Floyd County Plan Commission shall assist said Redevelopment Commission, and the 34% of administrative funds designated to the County shall be assigned to the said Plan Commission solely for the purpose of assisting in the administration of County CDBG projects and/or activities.

C. Grant administration staff shall be the employees of the City Redevelopment Commission, and those additional County Plan Commission employees designated by the County. Staff direction shall be carried out by the Executive Director-Secretary of the City Redevelopment Commission. The County shall retain all authority to hire and discharge County employees assisting in grant administration. Designated County Plan Commission employees shall be available at reasonable times to assist the City Redevelopment Commission on County project and/or activity implementation.

D. The City Controller shall serve as the officer designated to receive, disburse and account for all 1977 CDBG funds designated to be administered by the City Redevelopment Commission by this Agreement. The County Auditor shall serve as the officer designated to receive, disburse and account for all County funds not to be administered by the City Redevelopment Commission.

E. A five-member Floyd County Community Development Policy Committee shall be appointed by the Board of County Commissioners for the purpose of establishing implementation policies for all funds approved by DHUD for County projects and/or activities and to sit as non-voting members of the City Redevelopment Commission. Said Redevelopment Commission shall comply with all policies of said Policy Committee after said policies are adopted by resolution of said Policy Committee, adopted by resolution of the Board of County Commissioners and submitted in writing to the City Redevelopment Commission.

F. All implementation procedures and policies concerning implementation and administration of the 1977 CDBG program, as approved by DHUD, shall be established and carried out in accordance with State statutes and Federal regulations which pertain to the specific projects and/or activities, and which pertain to the City Redevelopment Commission; said implementation procedures and policies shall also comply with local ordinances and regulations.

G. Any official actions carried out by the City Redevelopment Commission on behalf of the County shall be done in accordance with State statutes under the name of the "Floyd County Redevelopment Commission."

ARTICLE 7: METHODS OF FUNDING

A. The source of all funds to be expended under this Agreement are 1977 CDBG funds, as approved by DHUD. It is specifically understood and agreed that no further appropriation of funds by either party is required under this Agreement; any additional local or other funds provided by either party for the purposes of the projects and/or activities covered by this Agreement shall be at the discretion of the parties acting individually and separately for the benefit of the projects and/or activities to be carried out within their own respective jurisdictions.

B. Any funds generated by the 1977 CDBG projects and/or activities covered by this Agreement, including but not limited to property disposition through sale or lease and proceeds from rehabilitation loans, shall be utilized solely for the projects and/or activities of the party from which said funds are generated.

C. It is specifically understood and agreed by each party hereto that in accordance with State statutes (IC 18-7-7.1, 1976 Ed.) no appropriations by either party shall be required in order to expend approved 1977 CDBG funds. All funds covered by this Agreement shall be (as specified in 6-D above) expended through the City Controller as disbursing officer, who shall prepare Department of Redevelopment disbursing accounts in accordance with budgetary guidelines prepared by the said Department's Director and approved by the City Redevelopment Commission.

ARTICLE 8: GRIEVANCE

In the event that a grievance may arise concerning this Agreement, the party initiating such grievance shall specify the article and paragraph to which said grievance applies; after said article and paragraph of this Agreement are determined, said grievance shall pertain to the specified reference only, and the grievance shall be handled as follows: A three member grievance committee shall be formed, one member selected by each party, the third member selected jointly by the other two members; the grievance committee shall make a decision concerning the grievance, and the decision shall be final.

ARTICLE 9: AMENDMENT

Amendments to this Agreement may be made at any time upon agreement by both parties in writing (except for dissolution which is covered in Article 10 below), signed by all Chief Executive Officers; amendments shall not become in full force and effect until recorded with the County Recorder.

ARTICLE 10: DISSOLUTION

A. This Agreement shall be partially or completely dissolved only upon completion of each of the following procedures:

1. Both parties agree to the dissolution of this Agreement in writing, signed by all the Chief Executive Officers.
2. Provisions for 1977 CDBG project and/or activity and funds implementation and administration shall be established on an individual and separate basis by each party, prepared in writing and submitted to DHUD. Dissolution shall not be final until DHUD agrees that the method of separate administration is acceptable, and that funds may be retained by each party on an individual and separate basis without loss of funds to either party.
3. Dissolution of this Agreement shall immediately be recorded with the County Recorder.

B. After steps in "A" above are complete, the City Redevelopment Commission shall within ten (10) days make full accountability of projects, activities and funds to the date of Agreement dissolution, and the City Controller shall transfer all remaining County project and/or activity funds to the County Auditor; no administrative funds shall be transferred.

ARTICLE 11: OPERATING PROCEDURES

The parties to this Agreement may make and conclude such operating policies, procedures and arrangements which may be reasonable and necessary to the proper application and administration of this Agreement and the terms and provisions hereof without the necessity of formal amendment as provided in Article 9.

ARTICLE 12: DELEGATION OF AUTHORITY

The terms of this Agreement constitute the delegation of authority only as specifically provided herein.

ARTICLE 13: FILING WITH INDIANA STATE BOARD OF ACCOUNTS

No later than sixty (60) days after this Agreement is in full force and effect, said Agreement shall be filed with the State Board of Accounts.

CITY OF NEW ALBANY, INDIANA

Robert L. Real, Mayor

ATTEST:

BOARD OF COMMISSIONERS OF THE
COUNTY OF FLOYD, INDIANA

Raymond Libs, President

F. Jerry Loftus, Member

Vincent Freiburger, Member

ATTEST:
