



Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2011-048

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT FOR THE WASHINGTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR PROGRAM YEARS 2012-2014

WHEREAS, the Community Development Block Grant (CDBG) program was enacted into law by President Gerald Ford, as the centerpiece of the Housing and Community Development Act of 1974; and

WHEREAS, the CDBG program has as its primary objective the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, since 1979 the City of Sherwood, with CDBG funds in the amount of \$2,058,266, has provided housing rehabilitation; neighborhood revitalization; addition or expansion of community facilities and shelters; and physical redevelopment; and

WHEREAS, in 1999 the City entered into a three-year intergovernmental agreement with Washington County to continue participating in the CDBG program;

WHEREAS, the agreement signed in 1999 contained an automatic renewal clause, renewing the document unless the City chose to opt out of the consortium; and

WHEREAS, HUD guidance received on May 4, 2011, reflects changes to the intergovernmental agreement, that however minor, must be reflected and a new agreement must be executed; and

WHEREAS, changes to the intergovernmental agreement for the Washington County Community Development Block Grant program are outlined in Exhibit A.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to sign Exhibit A, an Intergovernmental Agreement for the Washington County Community Development Block Grant program for program years 2012-2014.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 7th day of June 2011.


Keith S. Mays, Mayor

Attest:


Sylvia Murphy, CMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT
WASHINGTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEARS 2012 - 2014**

This Agreement is entered into between Washington County ("COUNTY"), a political subdivision of the State of Oregon, and the City of _____ ("CITY"), a municipal corporation of the State of Oregon located within Washington County, for the cooperation of units of local government under the authority of ORS 190.010.

I. RECITALS

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974 ("THE ACT"), the Housing and Urban/Rural Recovery Act of 1983, the Housing and Community Development Act of 1987, the National Affordable Housing Act of 1990; and

WHEREAS, Congress has declared that the nation's cities, towns and small urban communities face critical social, economic and environmental problems; and

WHEREAS, Congress has further found and declared that the future welfare of the Nation and the well being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and

WHEREAS, the primary objective of the Act(s) is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income; and

WHEREAS, the parties to the agreement are dedicated to the elimination of slums, blight and the prevention of blighting influences and the deterioration of property; the improvement of neighborhood and community facilities of importance to the welfare of the community, principally for persons of low and moderate income; and

WHEREAS, the parties are dedicated to the elimination of conditions which are detrimental to health, safety and public welfare, through code enforcement, demolition, interim rehabilitation assistance and related activities; and

WHEREAS, the parties are dedicated to the conservation and expansion of existing public housing stock in order to provide a decent home and a suitable living environment for all persons but principally those of low and moderate income; and

WHEREAS, the parties are dedicated to the expansion and improvement of quantity and quality of community services, principally for persons of low and moderate

income, which are essential for sound community development and for the development of viable urban communities; and

WHEREAS, the parties are dedicated to a more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and

WHEREAS, the parties are dedicated to the reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deterioration or deteriorated neighborhoods to attract persons of higher income; and

WHEREAS, the parties are dedicated to the restoration and preservation of properties of special value for historic, architectural or aesthetic reasons; and

WHEREAS, the parties are dedicated to the alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population outmigration or a stagnating or declining tax base; and

WHEREAS, the parties are dedicated to the conservation of the Nation's scarce energy resources, improvement of energy efficiency and the provision of alternative and renewable energy resources; and

WHEREAS, the parties desire to join together to meet the criteria for an urban county in order to qualify to receive funds to meet each of these national objectives

NOW THEREFORE, in consideration of the mutual promises and benefits given and received within this agreement, the parties agree to each and every term contained below:

II. MUTUAL COVENANTS

1. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, ~~specifically urban renewal and public assisted housing.~~
2. The parties agree that this agreement covers ~~both the CDBG Entitlement program, and the HOME Investment Partnerships program (HOME), and the Emergency Shelter Grant Program (ESG).~~
3. The parties agree to take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

4. Both parties agree that the County has the final responsibility for selecting CDBG, ~~and HOME, and ESG~~ activities and annually filing required documents with HUD.

III. CITY COVENANTS

1. The City expressly agrees that as the cooperating unit of general local government it has adopted and is enforcing the following requirements of law:
 - 1.1 A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 1.2 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.
2. The City agrees that it is subject to the same requirements applicable to subrecipients set forth in 24 CFR 570.501 (b).
3. The City agrees in order to participate as a subrecipient under the terms of this agreement it shall enter into a contract as required by 24 CFR 570.503.
4. The City agrees that the County as the recipient is responsible for ensuring that CDBG, ~~and HOME, and ESG~~ funds are used in accordance with all program requirements. The County as recipient is responsible for determining the adequacy of performance under subrecipient agreements.
5. The City authorizes the inclusion of its population for purposes of the Act, and joins together with other units of general local government to qualify the County as an urban county for Housing and Community Development Act block grant funds.
6. The City agrees it may not apply for grants from appropriations 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.
7. The City agrees that it may not receive either HOME or ESG formula allocations, except through the County. Regardless of whether the County receives a HOME formula allocation, City agrees that it may not form a HOME consortium with other local governments. ~~The City agrees it may not participate in a HOME Consortium except through the County, regardless of whether the County receives a HOME formula allocation.~~

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IV. TERM OF AGREEMENT

1. This Agreement shall remain in effect for three Fiscal Years commencing July 1, 2012, and ending June 30, 2015, which shall constitute the urban county qualification period.

2. This agreement shall remain in effect until the CDBG, ~~and HOME~~, and ESG funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods) ~~within the term of this agreement~~ are expended and the funded activities completed.
3. The Agreement shall be automatically renewed for participation by the parties for successive three-year qualification periods unless either party provides written notice to the other that it elects not to participate in the new qualification period. The parties agree to send any such notice to the HUD Field Office at 400 SW Sixth Avenue, 520 SW Sixth Avenue, Suite 700, Portland, OR 97204, upon such election.
 - 3.1 The urban county shall send a written notice to the City advising of the City's right to elect not to participate in the next automatic urban county qualification period. The County shall send the notice to the City by the date specified in HUD's Urban County Qualification Notice for the next qualification period. County shall send a copy of the notice to HUD.
 - 3.2 The failure by either party to adopt an amendment to this agreement incorporating all changes necessary to meet the requirements for cooperation agreement set forth in the Urban County Qualification Notice applicable for any subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice will void the automatic renewal of subsequent qualification periods set forth in Section IV.3 above.

V. TERMINATION

1. This Agreement may be terminated by the County in the event funding is no longer available; otherwise, neither party may terminate or withdraw from the Agreement while the Agreement remains in effect

VI. ENFORCEMENT

1. The County is responsible for ensuring that CDBG, ~~or HOME~~, and ESG funds are used in accordance with all program requirements. The County may use any available legal methods to ensure compliance by the City.
2. The County is also responsible for determining the adequacy of performance under all applicable subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as action described in 24 CFR 570.910. The County may use any available legal methods to ensure compliance by the City.
3. The County shall not distribute any CDBG, ~~or HOME~~, or ESG funds for activities in or in support of the City if the City does not affirmatively further fair housing within its own jurisdiction or acts in a manner that impedes the County's actions to comply with its fair housing certification.

VII. POLICY BOARD

For the purpose of developing an annual Community Development Plan and Programs as required by Title I of the Act, a Policy Board is hereby continued which shall guide the plan and program development, make recommendations to the County upon the criteria to be utilized in selecting eligible Housing and Community Development Act activities within Washington County, and recommend to the County the program priorities.

1. The Policy Board shall be composed of one representative and a designated alternate from the County and each participating unit of general local government. The County and City shall have one vote on the Board. Jurisdictions shall appoint an elected official as primary and an employee or other public official as an alternate.
2. The Policy Board shall adopt bylaws, study, review, hold public hearings, supervise the public review and information process, and recommend to Washington County on all matters related to the Housing and Community Development Act as amended. Activities shall include making recommendations concerning the Housing and Community Development Plan (Consolidated Plan), and annual action plan(s), a five-year non-housing Community Development Plan, performance reports, citizen participation plans, and developing or directing studies necessary to gather data or information on which to base its recommendations.
3. After public hearings, the Policy Board shall make final recommendation on the Housing and Community Development Plan (Consolidated Plan) which may be accepted by Washington County at public meeting and submitted to the Department of Housing and Urban Development as the Washington County application; provided that, should all or part of the recommended plan not be considered acceptable to the County, the Board of County Commissioners shall hold at least one (1) public hearing on the plan and program prior to rejection or amendment of the recommended plan. The County shall be responsible for filing required documents with HUD.
4. Projects may be implemented and funds expended in accordance with subgrant agreements between the County and other jurisdictions signatory to this Agreement.

VIII. CERTIFICATION

The parties by the signatures below certify that the governing body of each party has authorized entry into this Agreement.

IN WITNESS, the undersigned parties have executed this Agreement this ____ day of _____, _____.

WASHINGTON COUNTY

CITY OF _____

BY _____
Chair, Board of Washington County
Commissioners

By _____

Title

Date

Recording Secretary

Date

I certify that the terms and provisions of this Intergovernmental Agreement are fully authorized under the state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community ~~renewal development and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.~~

Paul L. Hathaway III
Senior Assistant County Counsel