

INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY and CITY OF FAIRVIEW

for the

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and
HOME INVESTMENT PARTNERSHIP PROGRAM**

PROGRAM YEARS 2019-2021

This Agreement is entered into between Multnomah County (COUNTY), a political subdivision of the State of Oregon, and the City of Fairview (CITY), a municipal corporation of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the National Affordable Housing Act of 1990 and the Housing and Community Development Act of 1974 with amendments made by the Housing and Urban-Rural Recovery Act of 1983, and the Housing and Community Development Act of 1987, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act").
- B. WHEREAS, the Congress has found and declared that the Nation's cities, towns and small urban communities face critical social, economic and environmental problems.
- C. WHEREAS, the 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.
- D. WHEREAS, the primary objective of the Act 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.
- E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:
 - (1) The elimination of slums, blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income.
 - (2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities.
 - (3) The conservation and expansion of the Nation's 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.
 - (4) The expansion and improvement of the quantity and quality of community services, principally

for persons of low and moderate income, which are essential for sound community development of viable urban communities.

- (5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers.
 - (6) 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 de-concentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income.
 - (7) The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons.
 - (8) The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population out-migration or a stagnating or declining tax base.
 - (9) The conservation of the Nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.
- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its communities.
- G. WHEREAS, on February 6, 1984 the COUNTY and the CITY entered into an intergovernmental agreement wherein they agreed to join together with other units of general local government to qualify the COUNTY as an urban county for federal Housing and Community Development block grant funds.
- H. WHEREAS, on November 17, 1986, October 12, 1989, October 31, 1991, July 14, 1994 and August 7, 1997, August 2, 2000, August 1, 2003, August 7, 2006, and July 31, 2009 and July 12, 2012, and July 1, 2016 the COUNTY and the CITY renewed the intergovernmental agreement to continue the County's urban county qualification.
- I. WHEREAS, this agreement was scheduled to terminate on June 30, 2019.
- J. WHEREAS, continued eligibility for block grant funds as an urban county depends on continuation of such intergovernmental agreements.
- K. WHEREAS, the Department of Housing and Urban Development has specified the minimum provisions, which must be included within any intergovernmental agreement, into which local governments enter to qualify for urban county eligibility.

NOW, THEREFORE, providing that Multnomah County can continue to meet necessary criteria for participation in the Community Development Block Grant Program (CDBG) and the HOME Investment Partnership Program (HOME) as an urban county and in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- (1) The CITY and the COUNTY agree to cooperate in undertaking, or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.
- (2) 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.

- (3) The CITY 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.
- (4) The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
- (5) The COUNTY, as the applicant, assumes full responsibility, including final decision-making, and also assumes all obligations of an applicant as specified in the Act and the regulations there under.
- (6) For the purposes of updating the Community Development and Housing Plan and Annual Community Development Program for an additional three (3) years as required by Title I of the Act, a Policy Advisory Board is hereby retained which shall advise the COUNTY on program policies and project selection.

Said Policy Advisory Board shall be composed of one (1) representative or a designated alternate from each unit of general government executing these intergovernmental agreements. Each such representative shall have one (1) vote on said board. Each such representative shall be a public official or employee of said unit of government.

- (7) The COUNTY and CITY agree to take all required actions to comply with the provisions of Section 109 and Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title I of the National Affordable Housing Act of 1990; the National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; Executive Order 11988, Section 3 of the Housing and Urban Development Act of 1968; and other applicable civil rights laws.
- (8) The COUNTY shall not fund any activities in the CITY or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- (9) The CITY supports the COUNTY's adoption and enforcement of 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.
- (10) The CITY supports the COUNTY's adoption and enforcement of 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 its jurisdiction.
- (11) Pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement set forth in 24 CFR 570.503.
- (12) The COUNTY and CITY will cooperatively undertake the necessary actions, as determined by the COUNTY, to carry out a community development program and approved Consolidated Plan, and/or meet other requirements of the CDBG and HOME programs and other applicable laws.
- (13) The CITY may not sell, trade, or otherwise transfer all or any portion of such funds to another

such metropolitan city, urban county, unit of general local government, or Indian tribe or insular area that directly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Act.

- (14) This agreement shall remain in full force and effect from the date of execution for the program years commencing on July 1, 2019 through June 30, 2021 inclusive, and any additional time as may be required for the expenditure of related block grant funds or income generated from such funds, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act. The COUNTY and the CITY may not terminate or withdraw from this Agreement while the Agreement remains in effect.
- (15) This agreement will automatically be renewed for participation in successive three-year (3) qualification periods. The County will provide a 60 day notice prior to the renewal date. The agreement will be renewed unless the COUNTY or the CITY provides written notice it elects not to participate in a new qualification period.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2018.

MULTNOMAH COUNTY

CITY OF FAIRVIEW

By: _____
Deborah Kafoury, Chair
Board of County Commissioners

By: _____
Ted Tosterud, Mayor

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

REVIEWED:

Approved via email by Jonathan Strauhull
Jonathan Strauhull, Assistant County Attorney

April 27, 2018