

**RESOLUTION NO. 2020-54**

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT NO. 1  
BETWEEN WASHINGTON COUNTY, OREGON, AND  
CITY OF FOREST GROVE, OREGON FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**WHEREAS**, Washington County, as lead agency, manages the Community Development Block Grant Program (CDBG); and

**WHEREAS**, the City of Forest Grove has previously entered in an Intergovernmental Agreement with Washington County to become an eligible agency to receive CDBG funds; and

**WHEREAS**, it has become necessary to amend the Intergovernmental Agreement to reflect new HUD requirements and has prepared Amended Agreement to reflect these changes; and

**WHEREAS**, the City desires to remain eligible to receive CDBG funds and collaboratively continue to work with Washington County.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:**

**Section 1.** The City Council hereby approves the Intergovernmental Agreement (IGA) Amendment No. 1 between Washington County and the City of Forest Grove for the Community Development Block Grant Program as provided in the attached Exhibit A.

**Section 2.** The City Manager is hereby authorized to execute the amended IGA on behalf of the City of Forest Grove as provided in the attached Exhibit A.

**Section 3.** The City of Forest Grove is prepared to comply with the obligations as specified in the Agreement.

**Section 4.** This resolution is effective immediately upon enactment by the City Council.

**PRESENTED AND PASSED** this 8<sup>th</sup> day of June, 2020.



Anna D. Ruggles, City Recorder

**APPROVED** by the Mayor this 8<sup>th</sup> day of June, 2020.



Peter B. Truax, Mayor

INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. 1

This amendment is made and entered into by and between, the City of Forest Grove (City) and Washington County, a political subdivision of the State of Oregon (County).

This amendment modifies that certain Intergovernmental Agreement (IGA) between the parties, the original contract number being 14-0622.

The IGA is amended as follows:

Section II.3 is hereby amended and modified to read as follows:

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, administered in accordance with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing; section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws. The parties further agree that no urban funding shall be provided to City under this agreement for any activities in or in support of City if City does not affirmatively further fair housing within its own jurisdiction or if City's activities impede the County's actions to comply with the County's fair housing certification.

Section III.3 is hereby amended and modified to read as follows:

3. The City agrees in order to participate as a subrecipient under the terms of this agreement it shall, pursuant to 24 CFR 570.501(b), be subject to the same requirements applicable to subrecipients under 24 CFR 570.503, including the requirement to enter into a written contract.

CERTIFICATION

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

In WITNESS, the undersigned parties have executed this Amendment this \_\_\_\_ day of 2020.

All other terms and conditions of the original Agreement shall remain in full force and effect.

WASHINGTON COUNTY

CITY OF FOREST GROVE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

It is my opinion that the terms and provisions of this Amendment 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 and lower income housing assistance activities.

\_\_\_\_\_  
Paul L. Hathaway, III  
Senior Assistant County Counsel



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>8.</u>
MEETING DATE:	<u>06/08/2020</u>
FINAL ACTION:	<u>RESO 2020-54</u>

**CITY COUNCIL STAFF REPORT**

**TO:** *City Council*

**FROM:** *Jesse VanderZanden, City Manager*

**PROJECT TEAM:** *Gregory H. Robertson, Director of Public Works*

**MEETING DATE:** *June 8, 2020*

**SUBJECT TITLE:** *Resolution Authorizing City Manager to Endorse the Amended Intergovernmental Agreement No. 1 between Washington County and City of Forest for Community Development Block Grant Program*

<b>ACTION REQUESTED:</b>	<input type="checkbox"/>	<b>Ordinance</b>	<input type="checkbox"/>	<b>Order</b>	<input checked="" type="checkbox"/>	<b>Resolution</b>	<input checked="" type="checkbox"/>	<b>Motion</b>	<input checked="" type="checkbox"/>	<b>Informational</b>
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*X all that apply*

**ISSUE STATEMENT:** Consider authorizing the City Manager to endorse an amended Intergovernmental Agreement No. 1 between Washington County and the City of Forest Grove.

**BACKGROUND:** Washington County, as lead agency, manages the Community Development Block Grant Program (CDBG). As a cooperating agency, the City of Forest Grove entered into an Intergovernmental Agreement with Washington County to be able to receive CDBG funds. The original agreement executed in 2014 for the period of 2015 to 2017 contains an automatic renewal clause. It is reviewed every three years by HUD to determine if any amendments are necessary. HUD has determined after their review that minor amendments are necessary. The attached amended agreement reflects these changes. The amendments address the requirement of the City to take action as necessary to support fair housing within City Limits and support Washington County’s fair housing certification. Executing this amended agreement retains our eligibility to participate in the program.

For context, included in the packet is the original Intergovernmental Agreement and a cover letter from Washington County briefly explaining the reason for the amendment. It should be noted that all participating agencies within Washington County wishing to remain in the program must agree to these amendments.

**FISCAL IMPACT:** None.

**STAFF RECOMMENDATION:** Staff recommends the City Council approve the attached resolution.

**ATTACHMENT(s):**

- (1) Resolution
- (2) Amended Intergovernmental Agreement
- (3) Original Intergovernmental Agreement (Informational)
- (4) Washington County cover letter (informational)



May 20, 2020

Mayor Peter Truax  
City of Forest Grove  
PO Box 326  
Forest Grove, OR 97116

Attention: Jesse VanderZanden

Dear Mayor and Council Members:

In 2014, your city entered into a three-year Intergovernmental Cooperation Agreement (IGA) with Washington County to continue our partnership in the Community Development Block Grant (CDBG) program.

The existing IGA contains an automatic renewal clause which allows it to continue into effect should there be no changes required by HUD. HUD's recent guidance on urban requalification has been reviewed and there were minor revisions required by HUD. These changes are contained in Section II.3 and Section III.3. An amendment to the IGA has been drafted by County Counsel and is attached to this letter. A copy has also been emailed to your staff.

As stated in the letter emailed to you on April 17, 2020, your city was advised that you had an opportunity to choose **not** to participate with the County during the FY 2021-2023 qualification period, or to "opt out." As you know, that really means the program years that run from July 1, 2021 to June 30, 2024. An election for exclusion was binding for the entire three-year period unless the excluded unit specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period. **Cities that elect not to "opt out" do not need to make any notice to HUD.**

If your jurisdiction had chosen to "opt out" from the CDBG program, it was to have notified the County AND the Department of Housing & Urban Development's (HUD) local office, in writing, by May 15, 2020 that it elected **not to** continue participating with the County. In that your city did not submit such notification, we will proceed with executing the amendment to the IGA.

**Office of Community Development**

328 West Main Street, Suite 100, MS 7, Hillsboro, OR 97123-3967  
phone: 503-846-8814 • fax: 503-846-2882

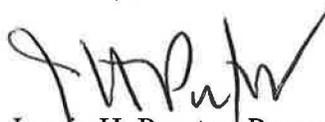
Please place this Amendment to the current IGA on your City Council's agenda. Approval of this document should take place as soon as possible but no later than June 20, 2020.

**PLEASE NOTE: Your city's authorization of the execution of the IGA must be documented in one of three ways: 1). Agenda and minute order, 2). Resolution and Order, or 3). Copy of the completed minutes showing the motion and approval. A copy of that authorization as well as the executed IGA must be provided to this office.**

If you have any questions about the re-qualification process, please don't hesitate to contact me at the Office of Community Development at 503-846-8663.

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Sincerely,

A handwritten signature in black ink, appearing to read 'Jennie H. Proctor', with a large checkmark at the end.

Jennie H. Proctor, Program Manager  
Office of Community Development

**INTERGOVERNMENTAL AGREEMENT  
WASHINGTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM YEARS – 2015 - 2017**

This Agreement is entered into between Washington County ("COUNTY"), a political subdivision of the State of Oregon, and the City of Forest Grove ("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 deteriorated neighborhoods; 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.
2. The parties agree that this agreement covers the CDBG Entitlement program, the HOME Investment Partnerships program (HOME), and the Emergency Solutions 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, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing; section 109 of Title I of the Housing and Community Development Act

of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and other applicable laws.

4. Both parties agree that the County has the final responsibility for selecting CDBG, HOME, and ESG activities and 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, 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 State CDBG program for fiscal years during the period in which it participates 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.
8. The City agrees that it 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 or indirectly receives CDBG funds in exchange for any other funds, credits, or non-federal considerations, but must use such funds for activities eligible under Title I of the Act.

#### IV. TERM OF AGREEMENT

1. This Agreement shall remain in effect for three Fiscal Years commencing July 1, 2015, and ending June 30, 2018, which shall constitute the urban county qualification period.
2. This agreement shall remain in effect until the CDBG, 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 under agreements that provide for automatic renewals) 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 1220 SW 3<sup>rd</sup> Avenue, Suite 400, Portland, OR 97204-2825, 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, 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, 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 ADVISORY BOARD

For the purpose of developing an annual Community Development Plan and Programs as required by Title I of the Act, a Policy Advisory 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 Advisory 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 Advisory 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, Fair Housing 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 Advisory Board shall make final recommendation on the Housing and Community Development Plan (Consolidated Plan) which may be accepted by Washington County at a 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 26<sup>th</sup> day of June, 2014.

WASHINGTON COUNTY

CITY OF FOREST GROVE

BY Andy Duyck Andy Duyck  
Chair, Washington County Board of  
Commissioners

By Michael [Signature]  
City Manager  
Title

May 29, 2014  
Date (required)

C. D. Naylor  
Recording Secretary

06-24-14  
Date (required)

APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS

MINUTE ORDER # 14-157

DATE 06-24-14

BY C. D. Naylor  
CLERK OF THE BOARD

It is my opinion 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 and lower income housing assistance activities.

Paul L. Hathaway III  
Paul L. Hathaway III  
Senior Assistant County Counsel