INTERGOVERNMENTAL AGREEMENT

CLACKAMAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROGRAM YEARS 1994 - 1996

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

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

A. The Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and

B. The Congress has found and declared that the Nation's cities, towns, and small urban communities face critical social, economic, and environmental problems; and

C. 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. 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. The CITY and the COUNTY desire to provide decent housing and a suitable living environment and to expand economic opportunities principally for persons of low and moderate income through Community Development Block Grant (CDBG) funding and the HOME Investment Partnership program pursuant to the Act.

F. Title I of said Act provides that urban counties may, under some circumstances, receive Community Development Block Grant funds in the same manner as larger cities; and

G. One of the criteria for urban county eligibility is a county population of at least 200,000, not including entitlement cities; and

H. The COUNTY desires to count the population of the CITY in order to receive CDBG funds; and

I. 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, 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 to undertake, or assist in undertaking, community renewal and lower-income housing assistance 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 Community Development Block Grant and HOME Investment Partnership funds.

3. The COUNTY has final responsibility for selecting projects and annually filing Final Statements with HUD and assumes all other obligations of an applicant as specified in the Act and the regulations thereunder for Community Development Block Grant activities which will be funded from Federal Fiscal Years' 1994, 1995, and 1996 appropriations and from any program income generated from the expenditure of such funds.

4. The COUNTY is prohibited from funding activities in or in support of the CITY if the CITY does not affirmatively further fair housing within its own jurisdiction or if it impedes the COUNTY's actions to comply with its fair housing certification.

5. Pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

6. For the purposes of developing the Three-Year Community Development Plan and Annual Final Statement as required by the Act, the CITY and the COUNTY agree to cooperate in the continuation of the presently established Policy Advisory Board which shall advise the COUNTY on program policies, priorities, and project selection.

7. The COUNTY and CITY 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.

8. This agreement shall remain in full force and effect from September 4, 1993 through July 1, 1997, inclusive, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act.

9. This agreement will automatically be renewed at the end of the three-year qualification period, unless one of the following events occur: (1) changes to the agreement are required by HUD that would require the execution of a new agreement; (2) failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as required; (3) the COUNTY or CITY provides written notice it elects not to participate in a new qualification period by the date specified in HUD's urban county qualification period. The COUNTY will notify the CITY in writing of its right to make an election not to participate in a new qualification period by the dates specified in HUD's urban county qualification notice for the next qualification period. This agreement also remains in effect with respect to all CDBG and HOME funds and income allocated during the three-year qualification period until such funds are expended and the funded activities completed.

10. 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;

11. 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.

12. The COUNTY and CITY may not terminate or withdraw from the agreement while it remains in effect.

13. The CITY has adopted and is enforcing:

    A. 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

    B. 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 the CITY.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 2nd day of June, 1993

CLACKAMAS COUNTY, OREGON

Michael F. Swanson
Chief Executive Officer

City of OREGON CITY

By:

City Manager
Title

In our opinion, the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and 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.

Miles a. Ward, for
Scott Parker, Counsel for Clackamas County, Oregon