

RESOLUTION NO.: 2008-R43
SPONSOR: MAYOR NORTON
INTRODUCED: AUGUST 12, 2008

INTERGOV. & UTIL.

ASSIGNED TO: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY OF GREEN TO ENTER INTO AN AGREEMENT OF COOPERATION WITH SUMMIT COUNTY TO INCLUDE THE CITY OF GREEN AS AN ADDITIONAL UNIT OF LOCAL GOVERNMENT IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG"), AND DECLARING AN EMERGENCY.

WHEREAS, the Congress of the United States had enacted the House and Community Development Act of 1974, which 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, both the City of Green and Summit County desire to enter into community development activities within Summit County which are directed toward that primary objective; and

WHEREAS, the City of Green and Summit County agree that it is in the best interest of their constituents that the objectives of the Act be carried out within Summit County and that the City of Green and Summit County should join together in community development programs; and

WHEREAS, the City of Green desires to be included in the Community Development Block Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO, THAT:

SECTION ONE:

City Council authorizes the City of Green to enter into an Agreement of Cooperation for the Community Development Block Grant Program with Summit County. The Agreement is attached to this Resolution as Exhibit "A".

SECTION TWO:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION THREE:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: August 12, 2008

Molly Stevens
Molly Stevens, Clerk

Christine Croce
Christine Croce, Council President

APPROVED: August 12, 2008

Richard G. Norton
Richard G. Norton, Mayor

COPIED _____
SVCE ZONE PARK ROAD ENG
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: August 12, 2008

ON ROLL CALL: Colopy -yea Croce -yea France -yea Manwaring -yea
Reed -yea Ridgeway -yea Smole -yea - Adopted 7-0

Suburbanite publication on August 17 and August 24, 2008

Molly Stevens
Molly Stevens, Clerk

8/4/2008 9:07 AM Approved as to form and content by Stephen J. Pruneski, Law Director Stephen J. Pruneski /smc

**AGREEMENT OF COOPERATION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

This Agreement between the County of Summit, Ohio, hereinafter called the "County" and the City of Green, Ohio, hereinafter called the "City/Village".

WITNESSETH

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended, (hereinafter called the "Act") which has as its primary objective the development of viable urban communities, and whereby federal assistance will be provided for the support of community development activities which are directed toward the following specific objectives:

- (1) The elimination of slums and 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 suitable living environment for all persons, but principally those of low and moderate income;
- (4) The expansion and improvement of the 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;
- (5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreation, 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 deconcentration 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 esthetic reasons; and

WHEREAS, both the City/Village and the County are desirous of entering into community development activities within Summit County which are directed toward the above specific objectives, and for that reason, desirous of seeking such federal funding as may be available to them pursuant to the Act; and

WHEREAS, the Act contemplates and encourages the joining together by agreement of counties and municipalities with populations of less than 50,000, for the purpose of carrying out the objectives of the Act; and

WHEREAS, municipalities and counties in Ohio have authority under Section 307.15 of the Ohio Revised Code (ORC) to enter into agreements to undertake, to exercise any power, perform any function, to render any service, in behalf of the City/Village which such City/Village may exercise, perform or render; and

WHEREAS, the City/Village and the County each have the authority to carry out the kinds of activities which are the objectives of the Act pursuant to Section 303.26 of the Ohio Revised Code, et.sec; and

WHEREAS, the City/Village and the County have agreed that it is in the best interest of carrying out the objectives of the Act within Summit County that the City/Village and the County should join together in community development activities.

IT IS AGREED BETWEEN PARTIES that:

(1.) This Agreement covers both the CDBG Entitlement Program and the HOME Investment Partnership Program. By executing this Agreement, the City/Village understands that it a) may not apply for grants under the State of Ohio CDBG Program for the term of this Agreement and b) may not participate in a HOME consortium except through Summit County,

(2.) The County shall prepare and submit applications to the Secretary of Housing and Urban Development for a Community Development Block Grant under the terms of the Housing and Community Development Act of 1974, as amended. These applications shall contain a Community Development plan, which identifies community needs, and demonstrates a comprehensive strategy for meeting those needs, and specifies both short and long term community development objectives, which have been developed in accordance with area-wide development planning and national urban growth policies, and otherwise conforms with the specific requirements of the Act. The Community Development plan described above shall hereinafter be called the "Plan".

(3.) The City/Village had been formally notified that Summit County's Community Development Project applications must be in accordance with the objectives-of the Act and the identified community needs set forth in the plan. It is understood by the parties hereto that notwithstanding the ability of the City/Village to prepare, submit, and recommend projects - the County is solely responsible for

the development of Community Development applications including selecting activities and projects and annually filing Final Statements with HUD that the program described in these applications must reflect the needs of the entire urban county. It is also understood between the parties that the County has the authority and responsibility to make decisions concerning the contents of the applications, and that the projects and activities for which approval and urban county formula funding is sought under these applications shall be in conformance with the purposes of the Act and the Plan. It is also understood that, prior to making decisions concerning the content of the applications, the County will give careful consideration to the recommendations of the Community Development Block Grant Review Committee and the citizens of Summit County concerning the Community Development programs.

(4.) The City/Village 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, provided, however, the City/Village shall not be obligated to expend general municipal government funds for programs or facilities located beyond the geographical boundaries of the City/Village.

(5.) If projects or activities with the City/Village are approved and funded, pursuant to the applications the City/Village elects, the County will have the responsibility and authority for the overall implementation of the programs and for the proper use of the urban county entitlement appropriations and any and all program income generated from the expenditure of these funds in accordance with the requirements of the Act.

(6.) The County has developed and shall maintain a uniform administrative procedure for the development of the applications. These procedures will of necessity reflect the requirements of the Secretary of Housing and Urban Development and the regulations which the Secretary may develop for the distribution and expenditure of urban county formula funds.

(7.) If projects or activities with the City/Village are approved and funded, pursuant to CFR 570.501(b), the City/Village is subject to the same requirements applicable to subrecipients including the requirement to enter into a written subgrantee agreement set forth in 24 CFR 570.503.

(8.) The City/Village must inform the County of any income generated by the expenditure of CDBG funds received by the City/Village. Any such program income (except program income generated by revolving loan funds) must be paid to the County unless other specific arrangements have been negotiated and agreed to by the City/Village and the County. Any program income the County may allow the City/Village to retain can only be used, however, for eligible activities in accordance with all CDBG requirements that then apply and this Agreement cannot be terminated until the program income is expended and/or the funded activities are

completed. The City/Village shall maintain records and other supporting documentation to assure the County that program income is being accurately reported and correctly expended. These records shall be accessible by the County, HUD or their authorized representatives for inspection. Any program income that is on hand or received subsequent to close-out of the activity shall be paid to the County.

(9.) In projects involving the acquisition of real property or improvements to real property undertaken in whole, or in part, with CDBG funds that are being directly administered by the City/Village, the City/Village must notify the County at least thirty (30) calendar days prior to any change or modification in the use of real property from that planned at the time of acquisition or improvement including disposition. The City/Village must reimburse the County in an amount equal to the current fair market value (less any portion attributable to expenditures of non-CDBG funds) of the property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Program income generated from the disposition or transfer of property prior to or subsequent to program closeout shall be treated according to the provisions of Paragraph 7, above.

(10.) This agreement shall be automatically renewed in successive three-year qualification periods unless either party exercises the option to terminate the agreement at the end of the urban county qualification period. If the City/Village fails to exercise that option before the end of an urban county qualification period, it will not have the opportunity to exercise that option until the end of the subsequent urban county qualification period. Such termination will be accepted only if it is submitted in writing before the end of each qualification period. Summit County will notify the City/Village by the date specified in HUD's Urban County Qualification Notice of its right to terminate the Agreement.

(11.) Any amendments to the Housing and Community Development Act of 1974, as currently amended, necessitating a change to this Agreement, shall be incorporated by a formal amendment to this Agreement. Failure by either party to adopt an amendment incorporating all changes necessary to meet the requirements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification is scheduled, shall automatically terminate City/Village's jurisdiction.

(12.) If the parties have agreed upon a Community Development project or activity which has been included in a Plan which has been approved by HUD, neither party may disapprove such activity after the Plan in which it was included has been approved by HUD unless reasonable and just cause to terminate or disapprove the project or activity is presented to the Community Development Office in writing at least 30 days prior to the proposed termination or disapproval and the Community Development Office acts with reasonable and just cause to terminate or disapprove the project or activity at least 15 days prior to the proposed termination or disapproval. Modifications to projects that involve changes to the scope of project activities or to the National Objective identified in the Plan, are allowable only if the

modifications are formally agreed upon by both parties in writing through a Subgrantee Agreement Amendment.

(13.) The City/Village authorized the County to do on behalf of the City/Village what the City/Village could do for itself in the making of the application for, and the expenditure of, Urban County Community Development: Block Funds.

(14.) Notwithstanding any of the above covenants, it is understood between the parties that no Community Development projects or activities will be implemented within the jurisdiction of any incorporated area unless such projects have been recommended and approved by the government body of said incorporated area.

(15.) No funding shall be made for activities in, or in support of, any cooperating unit of general local government 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.

(16.) This agreement obligates the City/Village to take all required actions to comply with the provisions of Section 104 (b) of Title 1 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 1 of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990 and other applicable laws.

(17.) The City/Village certifies that it has adopted and is enforcing a policy 1) prohibiting the use of excessive force by its law enforcement agencies with the City/Village against any individuals engaged in non-violent civil rights demonstrations; and 2) 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 with the City/Village.

IN WITNESS WHEREOF, the parties have hereunto set their hands this

_____ day of _____, 2008

CITY OF GREEN

Richard Norton, Mayor Date

Witness Date

Print name and title of witness Date

COUNTY OF SUMMIT

Russell M. Pry, Executive Date

Witness Date

Print name and title of witness Date

The terms and provisions of this agreement are fully authorized under State and Local Law and this 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.

Summit County General Counsel

This agreement is in accordance with the laws of the State of Ohio and the City of Cuyahoga Falls.

Counsel for City of Cuyahoga Falls