

RESOLUTION NO. 26-93  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER J.V. Steue ON THE  
17th DAY OF May, 1993.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A COOPERATION AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND THE CITY OF CENTERVILLE TO RECEIVE FEDERAL ASSISTANCE THROUGH THE COMMUNITY DEVELOPMENT ACT OF 1974.

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974 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, and

WHEREAS, both Montgomery County and the City of Centerville are desirous of entering into community development activities directed toward specific objectives, for which federal funding may be available pursuant to the Community Development Act of 1974.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the City Manager is hereby authorized and directed to enter into a Urban County Cooperation Agreement for fiscal years 1994, 1995, 1996 between the City of Centerville and the Board of County Commissioners of Montgomery County for the purpose of applying for and receiving federal assistance for community development activities, a copy of which is attached hereto and incorporated herein marked Exhibit "A".

SECTION 2. This Resolution shall become effective immediately upon passage.

PASSED this 17th day of May,  
1993.

Bush A. Conner  
Deputy Mayor of the City of  
Centerville, Ohio

ATTEST:

Marilyn S. Smith  
Clerk of the Council of the  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of  
Centerville, Ohio, hereby certifies that the foregoing is a true  
and correct copy of Resolution Number 26-93, passed by the  
Council of the City of Centerville, Ohio, on the 17th day of  
May, 1993.

Marilyn S. Smith  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

URBAN COUNTY COOPERATION AGREEMENT

This Agreement between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, hereinafter called the "County" and the CITY OF CENTERVILLE, OHIO, hereinafter called the "City".

## 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

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WHEREAS, both the City and the County are desirous of entering into community development activities within Montgomery County which are directed toward the above specific objectives, and for that reason, both are 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 pursuant to Article VIII, Section 16 of the Ohio Constitution and under Section 307.15 of the Ohio Revised Code (ORC) to enter into agreements whereby a board of county commissioners undertake, to exercise any power, to perform any function, to render any service, in behalf of the City which such City may exercise, perform or render; and

WHEREAS, the City 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 and the County have agreed that it is in the best interest of carrying out the objectives of the Act within Montgomery County that the City and the County should join together in community development activities, and have previously entered in such an agreement for the previous program years of Community Development.

**IT IS AGREED BETWEEN THE PARTIES that:**

1. This Agreement covers both the CDBG Entitlement Program and the HOME Investment Partnerships Program. By executing this Agreement, the City understands that it a) may not apply for grants under the Small Cities or State of Ohio CDBG Program for the term of this Agreement, and b) may not participate in a HOME Consortium except through Montgomery 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".

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3. The City has been formally notified that Montgomery 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 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 Advisory Committee and the Countywide Citizens' Advisory Committee concerning the community development programs.

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

5. If projects or activities within the City are approved and funded, pursuant to the applications, the City may elect the implementation of those portions of the plan which are to take place within its boundaries, or it may elect to have the County implement that portion of the plan. The parties acknowledge that, whatever the City 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.

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7. If projects or activities within the City are approved and funded, pursuant to CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients including the requirement to enter into a written subgrantee agreement as same is required per 24 CFR 570.503.

8. The City must inform the County of any income generated by the expenditure of CDBG funds received by the City. 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 in writing by the City and the County. It is understood that this Agreement shall remain in effect until the CDBG (and HOME, where applicable) funds and income received with respect to the three year qualification period are expended and the funded activities are completed. The County and the City may not terminate or withdraw from this Agreement while the Agreement remains in effect. Any program income the County may allow the City 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 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 representative 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, the City must notify the County in writing at least thirty (30) calendar days prior to any change or modification in the use of the real property from that planned at the time of acquisition or improvement including disposition. The City 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 8, above.

10. This Agreement shall be for the period October 1, 1994 through September 30, 1997 (FY 1994, 1995, and 1996). The parties hereto agree that the term of this Agreement shall be automatically renewed in successive three-year qualification periods, which new period will commence at the close of FY 96, unless either party desires to exercise an option to terminate this Agreement at the end of the urban qualification period identified herein. If the City desires to "opt-out", and not participate in the automatic renewal of the Urban County qualification period, it shall exercise that option by submitting a written termination notice to the County and HUD before the end of the inclusion of the previous qualification period. If the City 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. Montgomery County will notify the City by the date specified in HUD's Urban County Qualification Notice, of its right to terminate the Agreement and the date by which it must submit its termination notice.

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 the Agreement following the expenditure of all CDBG funds allocated for use in the City'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 in writing to the Board of County Commissioners at least 45 days prior to the proposed termination or disapproval and the Board of County Commissioners 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.

13. The City authorizes the County to do on behalf of the City what the City 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 governing body of said incorporated area (excluding activities necessary for the implementation of the approved Comprehensive Housing Affordability Strategy).

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 to take all required actions to comply with the provisions of 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, the Americans with Disabilities Act of 1990 and other applicable laws.

(End of Page 6)



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17. The City certifies that it has adopted and is enforcing a policy 1) prohibiting the use of excessive force by its law enforcement agencies within the City 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 within the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

Charles J. Curran

\_\_\_\_\_

Donald Lucas

Donna B. Moon

or

\_\_\_\_\_

Donald A. Vermillion  
Administrator  
Montgomery County, Ohio

City of Centerville

\_\_\_\_\_

BY \_\_\_\_\_

ITS \_\_\_\_\_

APPROVED AS TO FORM:  
MATHIAS H. HECK, JR. PROSECUTING ATTORNEY

BY \_\_\_\_\_  
Assistant Prosecuting Attorney