

City of Durham, Oregon

RESOLUTION NO. 706-26

A RESOLUTION OF THE DURHAM CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the Durham City Council participates in the Washington County Community Development Block Grant Program through an Intergovernmental Agreement; and

WHEREAS, the Durham City Council agrees with the proposed Intergovernmental Agreement amendments proposed by Washington County, as attached hereto in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURHAM, OREGON as follows:

1. The Mayor and City Administrator/Recorder are authorized to execute the amendment to the agreement between the City of Durham and Washington County.
2. This resolution shall take effect immediately upon its adoption by the Council.

PASSED AND ADOPTED by the City of Durham, Washington County, Oregon, this 28th day of July 2026

CITY OF DURHAM

By:

Joshua Drake, Mayor

ATTEST:

Jordan Parente, City Administrator / Recorder

RESOLUTION NO. 706-26 – EXHIBIT “A”

INTERGOVERNMENTAL AGREEMENT WASHINGTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEARS: 2027-2029

This Agreement is entered into between Washington County (“COUNTY”), a political subdivision of the State of Oregon, and the City of Durham (“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, 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 agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities, as approved and authorized between the parties in the Community Development Block Grant (CDBG) Agreements, including the Washington County Consolidated Plan, and

WHEREAS, the Mayor of the City is authorized to execute this agreement on the City’s behalf; and

WHEREAS, the Chair of the County Board of Commissioners is authorized to execute this agreement on the County’s behalf, 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 national objectives,

NOW THEREFORE, in consideration of the mutual promises and benefits given and received within this agreement, the parties agree to the terms 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 following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: Community Development Block Grant program (CDBG), 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 ACT, conducted and administered in

accordance with Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR part 1, the Fair Housing Act and the implementing regulations at 24 CFR part 100, and will comply with the obligation to affirmatively further fair housing (24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152; Section 109 of Title I of THE ACT and the implementing regulations at 24 CFR part 6, which incorporates: Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act of 1974 and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws.

4. The parties expressly acknowledge and agree that the County has the final responsibility for selecting CDBG, HOME, and ESG activities and filing required documents with HUD.

5. The parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of THE ACT as amended.

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, 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. 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.
4. The CITY authorizes the inclusion of its population for purposes of the Act(s), 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.
5. 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.
6. 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. This does not preclude either the County or the City from applying for HOME or ESG funds from the State, if the State allows.

7. 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, HOME, or ESG funds in exchange for any funds, credits, or non-federal considerations, but must use such funds for activities eligible under Title I of the ACT, as amended.

IV. TERM OF AGREEMENT

1. This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028 and 2029, and until the funds granted and program income received during the three-year program period are expended and the funded activities completed. Neither the COUNTY nor the CITY may terminate, withdraw, or be removed from the program during the three-year program period.
2. This Agreement will renew automatically for participation for one successive three-year Urban County qualification period (Federal Fiscal Years 2030, 2031, and 2032), 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 3rd Avenue, Suite 400, Portland, OR 97204-2825, upon such election, and by the date specified on the HUD Exchange Urban Counties website.
 - 2.1 The COUNTY will notify the CITY in writing of the CITY's right to make this election. The COUNTY shall send the notice to the CITY and HUD by the date specified on the HUD Exchange Urban Counties website.
 - 2.2 The parties agree to execute amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for the subsequent qualification cycle, when applicable. Failure by either party to execute any such amendment, 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.2 above.

V. TERMINATION

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. The agreement remains in effect until all funds (CDBG, HOME, ESG, and any program income) are expended and all activities are completed.

VI. ENFORCEMENT

The COUNTY and the CITY shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of THE ACT, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing. The Parties shall comply with Section 109 of Title I of THE ACT, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, the Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24, Section 104(d) of THE ACT, and the implementing regulations at 24 CFR Part 42, and all other applicable laws and regulations. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification.

VII. COMMUNITY DEVELOPMENT POLICY ADVISORY BOARD

The Community Development Policy Advisory Board provides oversight on Consolidated Plan Annual Action Plan, and report development, makes recommendations to the COUNTY on application questions and scoring criteria for CDBG, HOME, and ESG application cycles, rates and reviews applications and makes recommendations to the Washington County Board of Commissioners for program policy and project selection. The adopted bylaws of the Community Development Policy Advisory Board provide additional guidance. The CITY will have one primary and one alternate member participating on the Board.

VIII. INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject, including that intergovernmental agreement executed June 26, 2014 and renewed and amended June 30, 2020, and renewed and amended September 5, 2023.

IX. CERTIFICATION

The parties by the signatures below certify that the governing body of each party has authorized entry into this Agreement and that those signing are authorized to execute this Agreement on the party's behalf.

IN WITNESS, the undersigned parties have executed this Agreement this ____ day of _____, 2026.

WASHINGTON COUNTY

CITY OF DURHAM

BY _____
Chair, Washington County Board of
Commissioners

BY Joshua Drake
Mayor
Title

7/28/2026
Date (required)

Recording Secretary

Date (required)