

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO.: 15-2016

INTRODUCED BY: Don Schneider

DATE PASSED: July 11, 2016

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT OF COOPERATION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM WITH THE COUNTY OF SUMMIT

WHEREAS, the Village entered into an Agreement of Cooperation for the Community Development Block Grant ("CDGB") Program with the County of Summit in 1993; and

WHEREAS, in connection with its every three year re-qualification process, the federal Department of Housing and Urban Development ("HUD") is requiring all urban counties participating in the CDBG Program to authorize certain additional language contained in their Urban Qualification Agreements; and

WHEREAS, in connection with the above, Summit County has requested the Village to authorize the attached amendments to its Agreement of Cooperation for the CDGB Program with Summit County.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. Council hereby authorizes the Mayor and Fiscal Officer to enter into the attached First Amendment to the Agreement of Cooperation for the Community Development Block Program with Summit County.

SECTION 2. All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

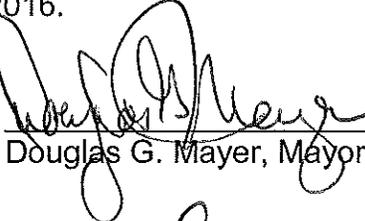
SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula for the reason that it is necessary for the Village to authorize the amended agreement with the County in order to remain eligible to receive CDBG Program funds, and therefore, this Resolution shall take immediate effect upon its passage.

SECTION 4. Effective Date. This Resolution shall take effect on the 11 day of July, 2016.

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IN WITNESS WHEREOF, we have hereunto set our hands this 11 day
of July, 2016.

Passed:



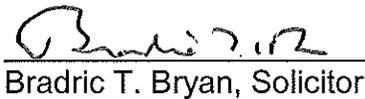
Douglas G. Mayer, Mayor

Attest:



John D. Stiegel, Fiscal Officer

Approved as to Legal Form.



Bradric T. Bryan, Solicitor

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the 11 day of July, 2016.



John D. Stiegel, Fiscal Officer

Posting Certificate

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the 18 day of July, 2016, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.



John D. Stiegel, Fiscal Officer

FIRST AMENDMENT
TO
AGREEMENT OF COOPERATION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS FIRST AMENDMENT TO AGREEMENT OF COOPERATION COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("Amendment") is entered into by and between the **County of Summit** ("County"), an Ohio political subdivision, with its principal place of business at 175 South Main Street, 8th Floor, Akron, Ohio 44308 and _____ ("City/Village") with its principal place of business at _____ {*address*}.

WITNESSETH:

WHEREAS, the County and City/Village entered into an Agreement of Cooperation Community Development Block Grant Program ("Agreement") effective as of _____ {*date of Agreement*}.

WHEREAS, pursuant to Paragraph 11 of the Agreement, amendments to the Housing and Community Development Act of 1974 necessitating a change to the Agreement shall be incorporated by a formal amendment to the Agreement; and

WHEREAS, the Agreement shall be amended to comply with the requirements as set forth in the U.S. Department of Housing and Urban Development, Community Planning and Development Notice No. CPD-14-07.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement shall be amended to add:

"and c) may not receive Emergency Solutions Grants (ESG) except through Summit County."

2. Paragraph 3 of the Agreement shall be amended to delete:

"Community Development Advisory Committee" and "County Wide Citizens' Advisory Committee"

and amended to replace and add:

"CDBG Review Committee"

3. Paragraph 13 of the Agreement shall be amended to add:

"The City/Village has authorized that the County may legally obligate the City/Village, as authorized by State and local laws, to undertake the necessary actions as determined by the County to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG (and, where applicable, HOME and ESG) program and other applicable laws."

4. Paragraph 14 of the Agreement shall be amended to add:

"In addition, this Agreement does not permit a veto or other restriction that would allow any party to this Agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by the Agreement. The County (or the HOME consortium, if applicable) has final responsibility for selecting CDBG activities and submitting the Consolidated Plan to HUD."

5. Paragraph 16 shall be deleted in its entirety and replaced with the following:

"This Agreement obligates the County and City/Village to take all actions necessary to assure compliance with the County's certification under 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. This Agreement obligates the County and City/Village to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, as amended and other applicable laws."

6. The following shall be added as a new paragraph:

"18. The City/Village 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. (Transportation, Housing and Urban Development and Related Agencies Appropriations Act, 2014.)"

7. Ratification. All other terms and conditions of the Agreement not modified or amended by the terms of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this First Amendment to Agreement of Cooperation Community Development Block Grant Program effective as of the date signed by the Executive for the County of Summit.

CITY/VILLAGE

By: _____
Mayor Date

The Agreement, as amended by this First Amendment, is in accordance with the laws of the State of Ohio and the City/Village.

By: _____
Printed Name: _____
Law Director

COUNTY OF SUMMIT, OHIO

By: _____
Russell M. Pry, Executive Date

Legal Opinion from County of Summit's Counsel:

The terms and provisions of the Agreement, as amended by this First Amendment, are fully authorized under the laws of the State of Ohio and local law and that the Agreement provides full legal authority for the County.

By: _____
Deborah S. Matz, Director, Department
of Law, Insurance and Risk Management

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

This Agreement between the County of Summit, Ohio, hereinafter called the "County" and the Village of Peninsula, 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, 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/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 Advisory Committee and the County Wide Citizens' Advisory Committee 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 within 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 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/Village, the City/Village must notify the County 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/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 the Agreement following the expenditure of all CDBG funds allocated for use in the 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 in writing to the Community Development Office at least 45 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.

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 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/Village 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.

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 within 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 within the City/Village.

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

COUNTY OF SUMMIT

CITY/VILLAGE


TIM DAVIS, EXECUTIVE


Name
MAYOR

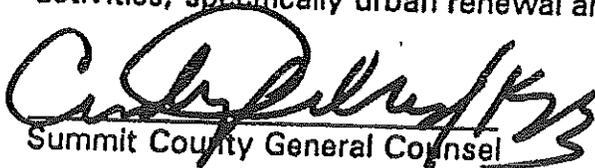
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Date

July 6, 1993
Date

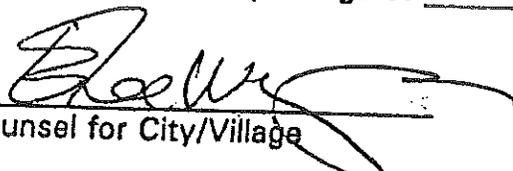

Witness


Witness

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/Village of Peninsula.


Counsel for City/Village