

**RESOLUTION NO. 09/10-49  
CITY OF DAYTON, OREGON**

**Title:** *A Resolution Approving an Agreement between Mid-Willamette Valley Council of Governments and the City of Dayton for Grant Administration*

**WHEREAS**, the City of Dayton was awarded an \$800,000 Community Development Block Grant for Community Center rehabilitation; and

**WHEREAS**, the City of Dayton wishes to contract with Mid-Willamette Valley Council of Governments (hereinafter called "MWVCOG") a voluntary intergovernmental association of which the City of Dayton is a member, can provide grant administration services on a contract basis under the provisions of ORS 190.010;

**The City of Dayton resolves as follows:**

- 1) **THAT** the City Manager is hereby authorized to execute the Agreement for grant administration services (attached hereto as Exhibit A and by this reference incorporated herein) with MWVCOG on behalf of the City, which will be bound by its terms;
- 2) **THAT** this resolution shall become effective immediately upon adoption.

**ADOPTED** this 7th day of **June, 2010**.

**In Favor:**     **Blackburn, Evers, Frank, White, Wytoski**

**Opposed:**     **None**

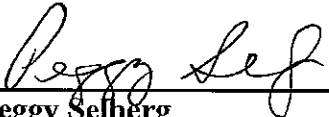
**Absent:**       **Dickson, Hensley**

**Abstained:**   **None**

  
\_\_\_\_\_  
**Jolie White, Mayor**

6/16/10  
\_\_\_\_\_  
**Date of Signing**

**ATTESTED BY:**

  
\_\_\_\_\_  
**Peggy Selberg**  
**City Recorder**

6/7/2010  
\_\_\_\_\_  
**Date of Enactment**

**Attachment - Exhibit A**

A G R E E M E N T

between

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

and

CITY OF DAYTON:

\* \* \* \*

WHEREAS, the Mid-Willamette Valley Council of Governments (COG) and the City of Dayton, Oregon (CITY), have long had interests in common; and

WHEREAS, the CITY has been awarded a 2009 Oregon Community Development Block Grant (Grant #C09022) for a Community Center Rehabilitation; and

WHEREAS, the CITY desires assistance with the administration of this Oregon Community Development Block Grant and the COG provides such service;

IN CONSIDERATION of the mutual benefits and obligations set out herein, the following provisions shall apply:

**I. Description of Work to be provided by COG:**

- A. Research and prepare all documentation for the environmental review record for activities funded by the Grant and prepare draft notices and environmental findings for final CITY action.
- B. Draft CITY resolutions and policies regarding excessive force, fair housing and others as may be necessary and appropriate; assist CITY staff with the establishment of record keeping and financial management systems for the project; assist with completion of the Self-Evaluation Checklist required by Section 504 of the Rehabilitation Act of 1973; and other activities that may be necessary to get the project started and eligible to receive funds.
- C. Manage procurement and contracting processes related to the Grant on behalf of the CITY as needed.
- D. Review all grant funded contracts for regulatory requirements, assist contractors and subcontractors with state and federal regulatory compliance problems emanating from this project and maintain all of the files and reports necessary to document the CITY'S

compliance with the federal and state requirements that apply to this project. Provide any other assistance that may be requested by the CITY regarding state or federal regulatory requirements that apply to the expenditure of Oregon Community Development Block Grant funds.

- E. Provide Davis-Bacon Act regulatory compliance guidance to contractors and subcontractors at pre-construction conference.
- F. Conduct on-site employee interviews and examine certified payroll documents to ensure contractor and subcontractor compliance with Federal labor provisions established by the Davis-Bacon Act.
- G. Review all payment requests, prepare the necessary cash request forms for signature by authorized CITY representatives, assist as needed with financial record keeping and preparation of disbursement documents for approval by CITY authorities, prepare all project progress reports that may be required of the CITY by the State of Oregon or the U.S. Department of Housing and Urban Development, represent the CITY at monitoring visits by Oregon Economic & Community Development Department representatives and help resolve any such monitoring findings, prepare other necessary project documentation, and be available to meet with the CITY'S auditor during the annual audit to answer project regulatory compliance questions.
- H. Prepare CITY completion reports and other documentation required for closing out the Oregon Community Development Block Grant.

## II. Method of Payment and Payment Schedule

The COG agrees to submit written invoices in amounts indicated and in accordance with the following schedule. The total contract shall not exceed \$20,000.

The CITY agrees to make full payment with project funds on a lump sum basis at the following milestones:

- |    |   |         |
|----|---|---------|
| A. | When all first-draw requirements have been met and the first request for disbursement of grant funds is submitted.  | \$5,000 |
| B. | When the construction contract is signed.   | \$2,000 |
| C. | When the construction contract is 50% completed.  | \$2,000 |
| D. | Upon submission of grant close out reports.   | \$1,000 |
| E. | For activities described in I.A and I. F above, the COG shall submit invoices for actual staff time on an hourly basis up to a maximum of \$10,000. Hourly charges shall not exceed \$80 per hour for these activities. |         |

**Total Project Costs Not To Exceed: \$20,000**

### **III. Access to Records**

The CITY, Oregon Economic & Community Development Department of the State of Oregon, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the COG which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts and transcriptions. All required records shall be maintained by the COG for three years after grantee makes final payments and all pending matters are closed.

### **IV. Remedies**

Each party shall be entitled to all remedies available at law and in equity to enforce rights under terms of this contract.

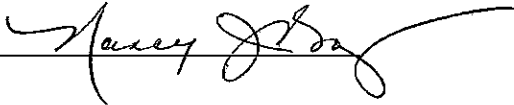
### **V. Suspension or Termination**

This contract may be suspended or terminated in accordance with 24 CFR 85.43, if the COG materially fails to comply with any term of this contract. This contract may also be terminated for convenience upon written notification by either party with a minimum notice of 30 calendar days. In the event of contract termination for convenience, COG shall be due payment for all work completed by the time of termination.

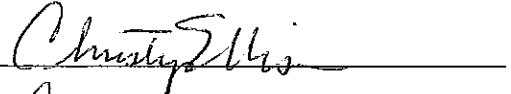
IN WITNESS WHEREOF, both parties have signed and executed the above agreement as of the 16<sup>th</sup> day of JUNE, 2010.

MID-WILLAMETTE VALLEY  
COUNCIL OF GOVERNMENTS

CITY OF DAYTON

By 

Title: Nancy Boyer, Executive Director

By 

Title City Manager

## Exhibit 5E

1. Source of Funds

“Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program.”

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit the attached “Minority, Women and Emerging Small Business Activity Report”.

4. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

### CERTIFICATION REGARDING LOBBYING

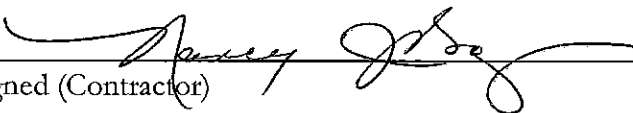
The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
  
- B. If any funds other than Federal appropriated funds have been

paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signed (Contractor)

**NANCY BOYER**  
\_\_\_\_\_  
Executive Director / Mid-Willamette Valley Council of  
Governments

**6/16/10**  
\_\_\_\_\_  
Date





## Explanation of Codes

- 1. Grantee:** Enter the name of the unit of government submitting this report.
- 3. Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.
- 7a. Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.
- 7b. Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number were provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.
- 7c. Type of Trade:** Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number were provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.
- 7d. Business Racial/Ethnic Code:** Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code that seems most appropriate. If the subcontractor ID number were provided, the code would apply to the subcontractor and not to the prime contractor.
- 7e. Woman Owned Business:** Enter Yes or No.
- 7f. Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.
- 7g. Section 3 Contractor:** Enter Yes or No.
- 7h. Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.
- 7i. Section 3 Contractor:** Enter Yes or No.
- 7j. Contractor/Subcontractor Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.