

**RESOLUTION NO. 09/10-40
CITY OF DAYTON, OREGON**

Title: *A Resolution Authorizing the Mayor to enter into a Community Development Block Grant Contract for the Dayton Community Center Rehabilitation*

WHEREAS, the City of Dayton applied for a Community Development Block Grant for the rehabilitation of the Dayton Community Center; and

WHEREAS, the State of Oregon acting by and through its Business Development Department has awarded the City of Dayton with a Community Development Block Grant in the sum of \$800,000 to make improvements to the Dayton Community Center;

The City of Dayton resolves as follows:

- 1) **THAT** the Mayor is hereby authorized to execute the Community Development Block Grant Program Grant Contract for the Dayton Community Center Rehabilitation attached hereto as Exhibit A, and incorporated by reference herein; and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

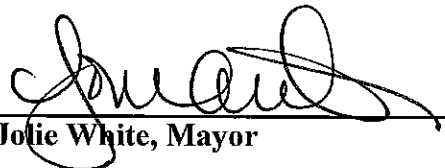
ADOPTED this 5th day of April, 2010

In Favor **Blackburn, Dickson, Evers, Frank, Hensley, White and Wytoski**

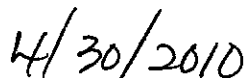
Opposed **None**

Absent **None**

Abstained **None**

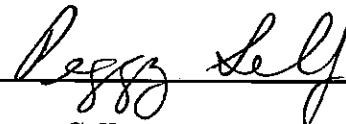


Jolie White, Mayor

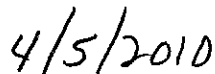


Date of Signing

ATTESTED BY:



**Peggy Selberg
City Recorder**



Date of Enactment

Attachment: Exhibit A

STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT CONTRACT

"DAYTON COMMUNITY CENTER REHABILITATION"

This Contract, number C09022, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Business Development Department ("State"), and the City of Dayton ("Recipient").

The parties agree as follows:

1. Contract. This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:
 - A. this Contract without any Exhibits;
 - B. Special Conditions of Award, attached as Exhibit A;
 - C. Recipient's Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
 - D. A description of the project approved by the State (the "Project"), attached as Exhibit E; and
 - E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit D, which supercedes any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient's application dated December 31, 2009 ("Application").
2. Grant. In reliance upon Recipient's Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, State agrees to provide Recipient funds in the amount of \$800,000, the use of which shall be expressly limited to the Project and the activities described in Exhibit E. The use of these funds shall also be subject to the approved Project budget in Exhibit D and the Special Conditions of Award in Exhibit A.

Subject to the terms and conditions of this Contract, including but not limited to, the authorization described in Section 3 below, State shall disburse the grant funds to Recipient on an expense reimbursement basis after State's receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by State.
3. Further Authorization. In addition to the requirement in Section 2 for Recipient to obtain the State's approval in the request form provided by the State, the obligation or expenditure of funds by Recipient for the approved activities described in this Contract is prohibited without the further express written authorization of State, except that such funds may be obligated or expended by Recipient for activities that are exempt as specified in 24 C.F.R. §58.34 (2003), provided that each exempt activity or project meets the conditions specified for such exemption under the cited section.
4. Effective Date; Project Completion Date.
 - A. This Contract shall become effective on the date this Contract is fully executed and approved as required by applicable law ("Effective Date"). The approved grant activities must be completed within 36 months from the Effective Date ("Project Completion Date").

B. By the Project Completion Date, all Project activities must be completed (except for the submission of the Project completion report on a form provided by State) and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt by OMB Circular A-133, the audit for the final fiscal year of the Project shall be submitted to the Oregon Business Development Department as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Date.

5. Recipient's Covenants - Compliance with Laws.

- A. Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following:
- (1) Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the "Act") and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
 - (2) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304 (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
 - (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). Recipient shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000 for Section 3 covered construction projects receiving more than \$200,000 under this Contract.
 - (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
 - (5) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-333 (1994), and all regulations promulgated pursuant to thereto and all other applicable federal laws and regulations pertaining to labor standards.
 - (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
 - (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).

- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
- (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996)
- (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
- (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
- (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
- (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
- (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.1-35.98 (1997).
- (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).
- (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
- (17) ORS §§294.305-294.565 (1997) and other applicable state laws for county and municipal administration.
- (18) Special program and grant administration requirements imposed by State related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and State's 2009 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
- (19) Economic benefit data requested by State from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Date. Upon such request by State, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.

- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code, Chapters 137 (Divisions 046, 047, 048 and 049) and 125 (Divisions 246, 247, 248 and 249) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable.

State's model rules for public bidding and public contract exemptions shall govern procurements under this Contract if Recipient or its public contract review board does not adopt those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

All employers that employ subject workers under this Contract in the State of Oregon shall comply with ORS §656.017 and provide the required Workers Compensation coverage, unless such employers are exempt under ORS §656.126. Contractor shall insure that each of its subcontractors comply with these requirements.

6. Other Covenants of Recipient.

- A. The activities undertaken in this grant must meet one of three national objectives established by the U.S. Congress. Recipient covenants the activities it will undertake with the grant will meet the following national objective (check one):

(1) Activities primarily benefitting low- and moderate-income persons; (24 C.F.R. 570.483(b))

(2) Activities which aid in the prevention or elimination of slums and blight; (24 C.F.R. 570.483(c))

(3) Activities designed to meet community development needs having a particular urgency; (24 C.F.R. 570.483(d))

- B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is 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, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations.

Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

- D. Recipient shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.
- E. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Recipient acknowledges and agrees that the State and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Audits shall be conducted annually in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended by* Pub. L. 104-156, §§1-3, 110 Stat. 1397 (1996) and the regulations promulgated pursuant thereto, 24 C.F.R. §§44.1-44.18 (1997), and the Office of Management and Budget (OMB) Circular A-133, 24 C.F.R. §§45.1-45.5 (1997). Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with State and local requirements concerning the privacy of personal records.
- F. The grant made pursuant hereto shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.
- G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
- (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
 - (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).

- H. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) (“NEPA”), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipients will perform reviews in accordance with 24 C.F.R. §58 (2003) and the other federal authorities listed at 24 C.F.R. §§58.5 (2003).
 - I. All non-exempt Project activities must be reviewed for compliance with 36 C.F.R. §§800.1-800.15 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
 - J. Recipient has adopted and will enforce (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 (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 demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
 - K. Recipient shall cause all its first tier contractors or subrecipients receiving subcontracts in excess of \$100,000 to execute and file with Recipient the certification set forth in Exhibit C hereof.
 - L. No lead-based paint will be used in residential units.
 - M. Recipient shall provide to the State documentation of Recipient’s efforts and results in meeting the performance measures contained in the 2009 Program Guidelines (Method of Distribution). Recipient’s accomplishment of such performance measures or its failure to do so will be considered by the State when awarding future grants.
7. Determination. State has made the determination that Recipient is a subrecipient, in accordance with OMB Circular A-133. Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.
8. Termination.
- A. State reserves the right to terminate this Contract immediately upon notice to Recipient:
 - (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
 - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or
 - (3) if State, the Oregon Business Development Department or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
 - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Contract or payments to be made hereunder are prohibited.

- B. State may impose sanctions on Recipient for failure to comply with provisions of this Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, State may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

9. Miscellaneous.

- A. State's obligations are subject to receiving no later than May 7, 2010, this Contract duly executed by an authorized officer of Recipient, and such other certificates, documents, opinions and information as the State may reasonably require.
- B. State and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- C. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, certified or registered mail, postage prepaid, to State or Recipient at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 9.C. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against State, such facsimile transmission must be confirmed by telephone notice to the Oregon Business Development Department at (503) 986-0123. Any notice by personal delivery shall be deemed to be given when actually delivered.
- D. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Oregon Business Development Department (and/or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that the Claim be brought and conducted in another county); provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.
- E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of

State to enforce any provision of this Contract shall not constitute a waiver by State of that or any other provision.

Recipient, by the signature below of its authorized representative, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Business Development Department

775 Summer Street NE, Suite 200
Salem, OR 97301-1280
(503) 581-5115 Fax
(503) 986-0133 Phone



CITY OF DAYTON

416 Ferry Street / PO Box 339
Dayton, OR 97114-0339
(503) 864-2956 Fax
(503) 864-2221 Phone

By: _____
James P. Ruef, Manager
Program Services Division
Infrastructure Finance Authority

By: _____
The Honorable Jolie White
Mayor of Dayton

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/Steven Marlowe (as per email dated March 9, 2010)
Steven Marlowe, Assistant Attorney General

Date: March 9, 2010

- Exhibit A: Special Conditions of Award
- Exhibit B: Certification of Compliance
- Exhibit C: Certification Regarding Lobbying
- Exhibit D: Project Budget
- Exhibit E: Project Description

**SPECIAL CONDITIONS OF AWARD
COMMUNITY FACILITY GRANT**

Special conditions pertinent to this grant are set forth below.

1. All matching funds must be secured in writing within four (4) months following the Effective Date of this Contract or the Contract may be terminated. In any case, State will not disburse CDBG funds until Recipient provides State with evidence that all Project matching funds have been received by Recipient.
2. All Project-related contracts must be received by State ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by State at least ten (10) days before they are advertised.
3. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by State.
4. Any local funds remaining in an approved non-construction budget line item when that line item activity is completed shall be transferred to the construction line item and shall be expended in accordance with paragraph 3 hereof.
5. Prior to the approval of the first drawdown of grant funds for this Project, Recipient shall provide the following to State:
 - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
 - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994).
6. Prior to approval of the first drawdown of grant funds for a construction line item of this Project, Recipient shall provide the following to State:
 - a. Evidence that all contractors have been informed of the applicable labor standards requirements for this Project. If the Project has a general contractor, notes or minutes of the preconstruction conference or meeting signed by the general contractor will be required. If Recipient is acting as general contractor and no preconstruction conference is held, Recipient shall submit a preconstruction checklist signed by each specialty contractor.
 - b. Notice of the Start of Construction which includes the Project name and location, date of bid opening, date of award, name of general contractor, and the number of the applicable federal Davis-Bacon wage decision included in the construction contract. If there is no general contractor, a notice shall be completed for each specialty contract.
 - c. Copies of the required certified payroll reports from the general contractor and subcontractors whose work is covered by the disbursement request on a form provided by State.
7. Recipients that have received more than one CDBG grant per program year or those with more than one open grant must undertake at least one activity, in addition to adopting and publishing a Fair Housing resolution, to promote fair housing opportunities in its community.

8. a. Change of Use Requirements.

The following condition shall be in effect until five (5) years following the date of issuance by State of a Certificate of Completion for this Project:

- (1) The real property or facility acquired or improved in whole or in part under this Contract shall be operated and maintained for the purposes described in Exhibit E or for other purposes which meet one of the national objectives of the Community Development Block Grant Program and which are eligible under Section 105 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5305 (1994).
- (2) Any change in use of the facility or disposition of property acquired or improved with CDBG funds must be made in accordance with the standards provided in 24 C.F.R. 570.489(j) (1997).
- (3) In the case where Recipient is not and will not be the owner of the real property or facility being improved with grant funds hereunder, Recipient is responsible for ensuring that the owner of the real property or facility complies with 9.a.(1) and (2) above. As a condition of using grant funds under this Contract to improve any such real property or facility, Recipient shall cause the owner of such real property or facility to duly execute and record a trust deed against such real property or facility in favor of Recipient, which trust deed shall be in form and substance satisfactory to State.

b. The following language must be included in any contract which transfers the property from Recipient to another party:

“It is understood and agreed that this conveyance is made and accepted, and the property is transferred, on and subject to the covenant, condition, restriction, and reservation that the property must continue to be used for [INSERT THE APPROVED USE OF THE PROPERTY] or for another eligible use under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§5301-5321 (1994).

This covenant, condition, restriction, and reservation shall apply to and run with the conveyed property. If the property is not used for the above purposes, then all the right, title, and interest in and to the described property and to the improvements on such property, shall revert to and revest in [Recipient NAME] or its successors and assigns, as fully and completely as if this instrument had not been executed.

No reversion shall render invalid or operate in any way against the lien of any mortgage or deed of trust given with respect to the conveyed property in good faith, and for value; and on any such reversion [Recipient NAME] shall take title to the conveyed property subject to any such mortgage or deed of trust. Provided, however, that should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of the conveyed property, shall be subject to and bound by all the restrictions contained in this instrument; and further provided, that [Recipient NAME] may enforce any covenant, condition, and restriction by any other appropriate action at its sole option.”

- c. The following language must be included in any deed that transfers the property from Recipient to another party:

“This deed is subject to all covenants, restrictions, and agreements of record that are made a part of this deed by reference, including the [INSERT NAME OF DOCUMENT OF SALE OR TRANSFER] which by this reference is incorporated herein, as though such covenants, restrictions, and agreements were fully set forth in this deed. Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions, and covenants set forth in this instrument.”

10. Recipient shall obtain as-built drawings for buildings that will be available for use by the public.
11. Recipient shall collect and maintain documentation satisfactory to State that the community facility meets the national objective of principal benefit to low- and moderate-income persons. Such documentation shall be:
- a. Evidence that shows that the primary use of the facility is by persons who are presumed under HUD regulations for the Community Development Block Grant Program to be principally low and moderate income (e.g., elderly or handicapped persons, abused children, battered spouses, homeless persons, illiterate persons or migrant farm workers), or
 - b. Data showing the size and annual income of the immediate family of each person benefitting from the facility so that it is evident that at least 51 percent of the clientele are low and moderate income, or
 - c. Income eligibility requirements which limit the benefits of the facility exclusively to low- and moderate-income persons, or
 - d. Evidence that the benefits of the facility are available to ALL the residents in a particular area and that at least 51 percent of those residents are low and moderate income.

**RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to State from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. it has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act;
2. it possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project;
3. its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein;
4. the person identified as the official representative of Recipient in the application and the Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf;
5. the Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents; and
6. the Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with their terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;

3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;
5. provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to State or as to grants already made substantial changes from Recipient's application to State to activities; and
8. provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient represents, warrants and certifies that:

1. it has complied with its obligations as described in Section 6.F of this Contract; and
2. it is following the State of Oregon Residential Antidisplacement and Relocation Assistance Plan unless it adopts and makes public its own plan which complies with 24 C.F.R. 42.325 (1997). Recipient also certifies that it will minimize the displacement of persons as a result of activities assisted with Oregon CDBG funds.

Recipient further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.
2. [Reserved]

Recipient further represents, warrants and certifies that:

1. it has carried out its responsibilities as described in Section 6.H of the Contract;
2. the officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
3. such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (2003); and
4. such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

In addition to the above certifications, for grants of \$100,000 or more, the undersigned also makes the certification regarding lobbying set forth in Exhibit C attached to the Contract and incorporated herein by this reference.

Signed _____
Title _____
City _____ City of Dayton _____

CERTIFICATION REGARDING LOBBYING
(CDBG Awards of \$100,000 or more)

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

- (1) 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.
- (2) 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 a 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 _____
Title _____
Date _____

PROJECT DESCRIPTION

Recipient shall rehabilitate a recently acquired building for use as a community center. Building improvements will include, at a minimum:

- remodeling restrooms to meet ADA requirements,
- addition of an elevator,
- rework of the existing entry stair,
- creation of a new entry to the facility and to provide exit stairs, and
- on-site improvements to the parking lot, landscaping and lighting.