

ORDINANCE NO. 938

AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT FOR THE EXPENDITURE OF FUNDS FOR A BUILDING EXPANSION AND A NEW ROOF TO THE CANBY ADULT CENTER; AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby has heretofore entered into an Intergovernmental Agreement with Clackamas County, Oregon for the design and construction of an expansion to the Canby Adult Center, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein; and

WHEREAS, said agreement (Exhibit "A") provides that payment of the cost of the expansion, including the cost of a new roof, shall be paid from HUD Block Grant Funds which requires a match portion to be paid by the City; and

WHEREAS, said match portion will exceed the \$15,000 Charter limitation imposed by Chapter XI, Section 4 of the Canby Municipal Charter and therefore requires an ordinance authorizing expenditures above the \$15,000 limitation, now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Recorder are hereby authorized to enter into a contract to provide for expansion of and a new roof for the Canby Adult Center in the total sum of \$ 93,575.


Section 2. Inasmuch as it is in the best interest of the citizens of Canby to immediately provide for expansion of the Adult Center, including a new roof, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 3, 1995; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, May 17, 1995, after the hour of 7:30 p.m. at the Council Chambers at the Canby City Hall, 182 N. Holly, Canby, Oregon.


Marilyn K. Perkett, City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 17th day of May, 1995, by the following vote:

YEAS 5 NAYS 0


Scott Taylor, Mayor

ATTEST:


Marilyn K. Perkett, City Recorder

INTERGOVERNMENTAL AGREEMENT
BETWEEN

CLACKAMAS COUNTY
AND
THE CITY OF CANBY

I. Purpose

- A. This Agreement is entered into between Clackamas County (COUNTY) and the City of Canby (CITY) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides the basis for a cooperative working relationship for the design and construction of an expansion to the Canby Adult Center.

II. Scope of Cooperation:

- A. Under this agreement the responsibilities of the CITY will be as follows:
 - 1. The CITY agrees to allow the construction of improvements to the Canby Adult Center (PROJECT) located at 1250 S. Ivy Street, Oregon. PROJECT improvements include, but shall not be limited to, the following:
 - (a) PROJECT design; and
 - (b) construction of a 2,200 square foot addition.
 - 2. The CITY shall operate and maintain the improvements for public purposes for the useful life of the building subject to the limitations on the expenditure of funds by the CITY as provided by Oregon Statute, the Canby City Charter, and CITY Ordinances.
 - 3. For the above mentioned time period the CITY shall ensure that the overwhelming predominate use of the facility will be for senior related activities.
 - 4. The CITY agrees to inform COUNTY in writing prior to making any change in the use of the property. Should the new use not meet U.S. Department of Housing and Urban Development (HUD) eligibility criteria the CITY shall reimburse the COUNTY as provided in 24 CFR Part 570.505. Said provision is attached as Attachment A and hereby made a part of this Agreement.

INTERGOVERNMENTAL AGREEMENT

Clackamas County and

The City of Canby

Page 2

5. Should the property be sold and converted to a non-qualifying use the CITY agrees to reimburse the COUNTY as provided in 24 CFR Part 570.505.
 6. The CITY shall provide all necessary supervisory and administrative support to assist the COUNTY with the completion of the PROJECT.
 7. The CITY shall obtain all easements necessary for construction.
- B. Under this agreement the responsibilities of the COUNTY will be as follows:
1. With the advice and assistance of the CITY, the COUNTY will appropriately solicit and contract for an architect to design and oversee construction of the PROJECT.
 2. The COUNTY will appropriately bid and contract for construction of the PROJECT and with the advice of the CITY, will approve changes, modifications, or amendments as necessary to serve the public interest.
 3. In each contract the COUNTY will assume the rights and responsibilities of the owner of the project.
 4. The COUNTY agrees to provide and administer available Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) to finance PROJECT improvements as described in PART II A.1.
 5. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT.
- C. COUNTY and CITY agree to jointly review all design, material selection, and contract documents for the PROJECT.

III. Compensation

- A. COUNTY will apply CDBG funds in an amount not to exceed \$170,000 to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released

INTERGOVERNMENTAL AGREEMENT

Clackamas County and

The City of Canby

Page 3

and approved by HUD for this project.

- B. The CITY agrees to provide the remainder of the funds for the PROJECT less the amounts provided by COUNTY as described in PART III.A.
- C. The CITY'S financial participation in the PROJECT shall be determined prior to execution of any construction contract. In the event the PROJECT can not be completed with available funds COUNTY and CITY will jointly determine the priorities of the improvements to be made within funding limits.
- D. In no event shall the CITY'S financial participation be less than twenty percent (20%) of the total design and construction cost of the PROJECT.
- E. The CITY agrees to provide funds to the COUNTY in the following manner:
 - 1. Upon execution of the construction contract, the COUNTY shall request a transfer of authorized funds equal to one hundred percent (100%) of the amount due.
 - 2. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the CITY and COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the CITY and COUNTY the COUNTY shall instruct the consultant to execute a change order.
 - 3. Funds for the change order shall be split evenly between the COUNTY and the CITY subject to the limitations described above
 - 4. Upon execution of the change order the COUNTY shall request a transfer of authorized funds from the CITY equal to one hundred percent (100%) of the total amount due.
 - 5. The CITY shall transfer all requested funds to the Community Development Division within fourteen (14) working days of the request by the COUNTY. All checks shall be made payable to Clackamas County.
 - 6. COUNTY agrees to deposit all CITY funds into an interest bearing account. Upon completion of the PROJECT any unencumbered balance remaining in the account shall be returned to the CITY.

INTERGOVERNMENTAL AGREEMENT

Clackamas County and

The City of Canby

Page 4

IV. Liaison Responsibility

Scott Nelson will act as liaison from the CITY for the PROJECT. Chuck Robbins will act as liaison from the COUNTY.

V. Special Requirements

A. The COUNTY and the CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.

B. Hold Harmless

1. Insofar as Oregon laws allow and up to the limits of ORS Chapter 30 the CITY agrees to protect and save the COUNTY, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the CITY'S employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the CITY and/or its agents, employees, subcontractors, or representatives under this agreement.

2. Insofar as Oregon laws allow and up to the limits of ORS Chapter 30 the COUNTY agrees to protect and save the CITY, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the COUNTY'S employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the COUNTY and/or its agents, employees, subcontractors, or representatives under this agreement.

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

INTERGOVERNMENTAL AGREEMENT

Clackamas County and

The City of Canby

Page 5

- D. Access to Records. The COUNTY, the CITY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of both parties which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This Agreement is expressly subject to the debt limitation of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds from HUD for this project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- F. Conflict of Interest. No officer, employee, or agent of the CITY or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.
- G. Insurance. The CITY will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CITY property. The CITY will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance.
- H. Nondiscrimination. The CITY and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

INTERGOVERNMENTAL AGREEMENT

Clackamas County and

The City of Canby

Page 6

- I. **Handicapped Accessibility.** The CITY agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in the document entitled "Uniform Federal Accessibility Standards."
- J. **Nonsubstituting for Local Funding.** CDBG funding made available under this Agreement shall not be utilized by the CITY to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- K. **Evaluation.** The CITY agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.
- L. **Audits and Inspections.** The CITY will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- M. **Acquisition.** If completion of the projects requires acquisition of any real property the Parties agree to comply with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 as amended.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both Parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending five (5) years after close-out of the COUNTY's participation in the

INTERGOVERNMENTAL AGREEMENT
Clackamas County and
The City of Canby
Page 7

entitlement CDBG program.

- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
1. Written notice provided to the COUNTY from the CITY before any materials or services for improvements are procured, or;
 2. Written notice provided by the COUNTY in accordance with 24 CFR 85.43 resulting from material failure by the CITY to comply with any term of this Agreement, or;
 3. Mutual agreement by the COUNTY and CITY in accordance with 24 CFR 85.44.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

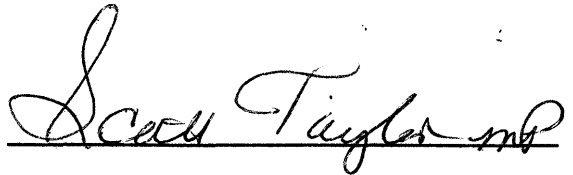
CLACKAMAS COUNTY

THE CITY OF CANBY

Chair: Ed Lindquist
Commissioner: Darlene Hooley
Commissioner: Judie Hammerstad

Signing on Behalf of the Board.

Jono Hildner, Director
Department of Human Services



Date

5-17-95

Date