

1 **RESOLUTION NO. 1116**

2 **A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN**  
3 **AGREEMENT WITH MULTNOMAH COUNTY FOR FY 1994-95**  
4 **COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.**

5 **WHEREAS**, the City desires to make improvements to SE 4th Street, SE Dora Avenue, and SE  
6 2nd Street; and

7 **WHEREAS**, existing City revenues are insufficient to fully fund those improvements; and

8 **WHEREAS**, these streets are within an area eligible for Federal Housing and Urban  
9 Development (HUD) Community Development Block Grant (CDBG) funds for neighborhood  
10 revitalization; and

11 **WHEREAS**, the City held a public hearing on February 8, 1994, and adopted Resolution No.  
12 1088 on that same date to submit grant applications for these projects; and

13 **WHEREAS**, Multnomah County, as the local administrator for this program, conducted a staff  
14 review, convened a Policy Advisory Board, held a public hearing, and subsequently approved  
15 a project list that included the above projects; and

16 **WHEREAS**, it is necessary to enter into an Agreement with Multnomah County to govern the  
17 CDBG process and delineate roles and responsibilities of both parties.

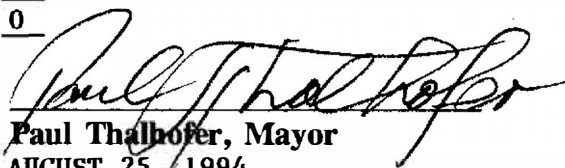
18 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY**  
19 **OF TROUTDALE THAT:**

20 The Mayor is authorized to enter into and sign an "Agreement Between Multnomah County,  
21 Oregon and the City of Troutdale for the Completion of: Improve SE 4th Street (Project 94-2),  
22 Improve SE 2nd Street (Project 94-3), and Improve SE Dora Avenue (Project 94-5)", which is  
23 attached and made a part hereof.

24 **ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 23RD**  
25 **DAY OF AUGUST, 1994.**

26 YEAS: 6  
27 NAYS: 0  
28 ABSTAINED: 0

29  
30  
31 Dated:

  
Paul Thalhofer, Mayor  
AUGUST 25, 1994

32 **ATTEST:**

33   
34 George Martínez  
35 City Recorder

AGREEMENT BETWEEN  
MULTNOMAH COUNTY, OREGON

and

THE CITY OF TROUTDALE

for the Completion of

Improve SE 4th Street (94-2)  
Improve SE 2nd Street (94-3)  
Improve SE Dora Street (94-5)

This agreement, entered into this 25<sup>th</sup> day of August 1994, between Multnomah County, State of Oregon (hereinafter referred to as the "County"), and the City of Troutdale (hereinafter referred to as the "City"):

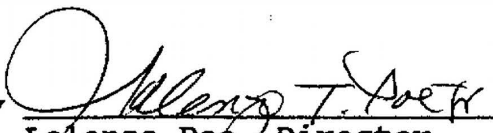
RECITALS

- A. The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities and organizations within the County, including the City, have agreed to cooperate in the undertaking of essential community development and housing assistance activities.
- C. The County desires to have certain services performed by the City as described within this agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this agreement is to provide for cooperation between the County and the City, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this agreement by ORS 190.010 et seq. by the Constitution of the State of Oregon; and

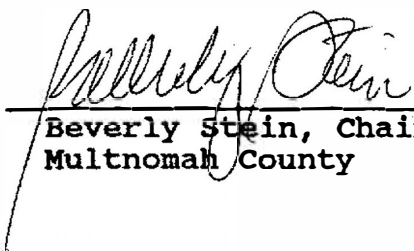
G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

MULTNOMAH COUNTY


CITY OF TROUTDALE

By  3/22/95  
Lorenzo Poe, Director Date  
Community and Family  
Services Division

By  8-25-94  
Date

By  3/30/95  
Beverly Stein, Chair Date  
Multnomah County

REVIEWED:  
LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By  3/23/95  
Katie Gaetjens, Deputy Counsel Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 3/30/95  
DEB BOGSTAD  
BOARD CLERK

## INDEX TO CONTRACT AGREEMENT

### PART I. GENERAL CONDITIONS

1. Scope of Agreement
2. Scope of Services
3. Commencement and Termination of Projects
4. Administration
5. Operating Budget
6. Compensation and Method of Payment
7. Funding Alternatives and Support
8. Operation/Maintenance
9. Amendments
10. Assignment and Subcontracting
11. Hold Harmless Indemnification and Workers Compensation
12. Conflict of Interest
13. Enforcement
14. Termination
15. Reversion of Assets

### PART II FEDERAL, STATE AND LOCAL PROGRAM REQUIREMENTS

1. Applicable Regulations
2. Procurement
3. Environmental Review
4. Nondiscrimination
5. Property Management
6. Labor Standards
7. Acquisition and Relocation
8. Historic Preservation
9. Accessibility
10. Activities for which other Federal Funds must be sought
11. Nonparticipation in Political Activities
12. National Flood Insurance
13. Air and Water Pollution
14. Lead-Based Paint Poisoning
15. Nonsubstitution for Local Funding
16. Public Ownership and Leasehold Agreements
17. Public Information

**PART III. EVALUATION AND RECORD KEEPING**

1. Evaluation
2. Audits and Inspections
3. Records
4. Retention of Records

**PART IV. EXHIBITS**

- A-1, A-2, A-3 Budget Summaries
- B. Scope of Services
- C. Authorization Signature Card
- D. Voucher Request
- E. Project Progress Statement
- F. Required Records
- G. Conflict Statement

PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties will consist of the signature page, the general conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibits incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The City will perform and carry out in a satisfactory and proper manner the services set forth in Exhibits A and B attached hereto. In the case of multiple projects, each project will correspond to separate exhibits. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

- A. Upon release of project-related funds by HUD pursuant to 24 CFR Pt. 58, the County will furnish the City with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the County.
- B. All project monies will be either obligated or expended within the program year they are authorized unless specifically authorized to extend into the next year by the County Housing and Community Services Division.

4. ADMINISTRATION

The City will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the County's Housing and Community Services Division. The City will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The names of the liaison persons and representatives will be specified in the exhibits.

The City will furnish to Multnomah County, its employer identification number, as designated by the Internal Revenue Service.

5. OPERATING BUDGET

The City will apply the funds received from the County under this Agreement in accordance with the budget summary submitted by the City to, and approved by, the County. Such budget summary is attached to this Agreement as an exhibit. No line-item expense in the budget will be expended in excess of 10% without an equal underexpenditure in another line item. Any line items that will be expended in excess of 10% require a budget revision approved by the Housing and Community Services Division. The budget revisions will specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item.

6. COMPENSATION, METHOD OF PAYMENT AND TERM OF AGREEMENT

A. The County will compensate the City for the services specified in Exhibits A-1, A-2 and A-3 in an amount not to exceed:

|                        |          |
|------------------------|----------|
| Improve SE 4th Street  | \$94,000 |
| Improve SE 2nd Street  | \$15,500 |
| Improve SE Dora Street | \$14,060 |

Total compensation for the above listed projects is \$123,560 for the period August 1, 1994 through July 30, 1995. The County certifies that sufficient funds exist in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.

B. Payment will be requested by the City on a reimbursement basis by submitting an Invoice for Services Provided and a monthly summary of program progress and accomplishments, the forms to be signed by the City's authorized representative in a manner prescribed by the County.

C. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.

D. The County will make payment to the City as soon as practicable but not more than thirty (30) days after said invoice is received and approved by the Housing and Community Services Division unless specific other payment arrangements are agreed to by County and City.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

A. The City shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the project(s) funded by this Agreement in

accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for reallocation by the County. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement. Program income on hand when the Agreement expires or received after the Agreement's expiration shall be repaid to the County.

- B. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- C. Should anticipated sources of revenue not become available to the County for use in the Housing and Community Development Program, the County will immediately notify the City in writing and the County will be released from all contracted liability for that portion of the Agreement covered by funds not received by the County.

8. OPERATION/MAINTENANCE

The City agrees to maintain and operate the Project for eligible activities pursuant to HUD regulations. In the event the City fails to so maintain and operate the Project, the County may, at its option, take possession of the Project and operate and maintain the Project for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the provisions of paragraph 11 below.

9. AMENDMENTS

Either party may request modifications in the scope of services, terms or conditions of this Agreement. Proposed modifications which are mutually agreed upon will be incorporated by written amendment to this Agreement.

A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The City will not assign any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought by the City not less than 15 days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder will be subject to each provision of this Agreement and proper bidding procedures contained

therein. The City agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.

- C. The City agrees not to enter into any contract or subcontract or any other agreement under this Agreement without the prior written approval of the County.

11. HOLD HARMLESS INDEMNIFICATION, and WORKERS COMPENSATION

- A. The City further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement or County Block Grant Program Policy.
- B. 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. This indemnification is subject to the limitations of public body liability set forth in Oregon Constitution and Oregon Tort Claims Act.
- C. The City shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised statutes. Out-of-state employers must provide Oregon Workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance of labor of any employee need not obtain such coverage.

12. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or City 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, will have any personal financial interest, direct or indirect, in this Agreement, and the City will take appropriate steps to assure compliance.

- B. Interest of Subcontractor and Their Employees - The City agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City and the County.

13. ENFORCEMENT

- A. Remedies for noncompliance. If the City materially fails to comply with any term of this Agreement whether stated in a Federal statute or regulation, a notice of award, or elsewhere, the County may take one or more of the following actions, as appropriate in the circumstances:
- (1) Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the County.
  - (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
  - (3) Wholly or partly suspend or terminate the current award for the City's program.
  - (4) Withhold further awards for the program, or
  - (5) Take other remedies that may be legally available.
- B. Hearings, Appeals. In taking an enforcement action, the County will provide the City an opportunity for such hearing, appeal, or other administrative proceeding to which the City is entitled under any statute or regulation applicable to the action involved.
- C. Effects of Suspension and Termination. Costs of the City resulting from obligations incurred by the City during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other City costs during

suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the City before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the City being subject to "Debarment and Suspension" under E.O. 12549.

#### 14. TERMINATION

A. This Agreement is subject to immediate termination upon written notice by the Housing and Community Services Division should:

- (1) The City mismanage or make improper or unlawful use of Agreement funds;
- (2) The City fail to comply with the terms and conditions or to provide work or services expressed herein or the applicable regulations and directives of the Federal Government, State, or County;
- (3) Block Grant funds become no longer available from the Federal Government or the County;
- (4) City fail to obligate project funds, extenuating circumstances withstanding, subject to an extension granted under Section 3, B by no later than the last day of the program year (September 30th) in which program year the award was made; or
- (5) The City fail to submit reports or submit incomplete or inaccurate reports in any material respect.

B. This Agreement is subject to termination upon 30 days written notice by the City should:

- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
- (2) Block Grant funds become no longer available from the Federal Government or through the County.

- C. Otherwise this Agreement will terminate on the latest termination date specified herein and will be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- D. Upon termination of this Agreement any unexpended balance of Agreement funds will remain with the County.
- E. In the event that termination occurs under paragraph A(1) of this section, the City will return to the County all funds which were expended in violation of the terms of this Agreement.

15. REVERSION OF ASSETS

Upon expiration the City shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the City's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the national objectives in §570.901 until five years after expiration of the agreement.
- B. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. APPLICABLE REGULATIONS

To the extent applicable to the City's acceptance and use of funds under this Agreement, the City shall comply with the policies, guidelines and requirements of OMB Circulars A-87, A-110, A-122, A-128 (implemented at 24 CFR Part 44) and applicable sections of 24 CFR Part 85, (implemented in 24 CFR Part 570.502.

2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the City will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the City will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over \$10,000.
- B. The City agrees to submit to the Housing and Community Services Division copies of all plans, specifications and change orders in connection with the project. No plan specification or change order will be used or implemented if it increases the total project cost, without prior written approval from the Housing and Community Services Division.

3. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act and Related Laws and Authorities as Implemented - The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County may require the City to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR Part 58.
- B. Satisfaction of Environmental Requirements - Project execution under this Agreement by either the County or the Agency shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

4. NONDISCRIMINATION

A. General

The City will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national

origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and will take such affirmative and corrective actions as required by the Regulations at CFR 570.601(b) (4). These requirements are summarized in the following paragraphs:

B. Program Benefit

The City will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, national origin, handicap, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

C. Fair Housing

The City will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended, Executive Order 11063, as amended by Executive Order 12259.)

D. Employment

- (1) In all solicitations under this Agreement, the City will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- (2) The City will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status, except when there is a bona fide occupational limitation. The City will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance

of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246 as amended.)

- (3) This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

E. Contractors and Suppliers

- (1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, payrate, and advertisement for employment. (Executive Order 11246 as amended)
- (2) To the greatest extent feasible, the City will purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

5. PROPERTY MANAGEMENT

The City as a subgrantee agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (real property), 24 CFR Part 85.32 (equipment), and 24 CFR Part 85.33 (supplies).

6. LABOR STANDARDS

The City will require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276a - 276a5) as well as HUD requirements as pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the City of its obligation, if any, to require payment of the higher rates. The City shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.

7. ACQUISITION AND RELOCATION

- A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement which occurs on or after the date of the County's submission of its Block Grant application to HUD will comply with Title III of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (40 USC section 4601) and the Regulations at 24 CFR Part 42 as provided in 24 CFR 570.606.
- B. Any displacement of persons, business, nonprofit organizations or farms occurring on or after the date of the County's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the Regulations at 24 CFR Part 42. The City will comply with the Regulations pertaining to costs of relocation and written policies, as specified by 24 CFR Section 570.606.

8. HISTORIC PRESERVATION

The City will meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.

9. ACCESSIBILITY

Any facility constructed or altered pursuant to this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

10. ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT

The City may use Community Development Block Grant funds for the provision of public services as described by 24 CFR Section 570.201(e) (8) or for flood or drainage facilities as described in 24 CFR Section 570.201(c) (13); provided that the agency meets the requirements of and follows the procedures outlined in 24 CFR Section 570.607(a) (c).

11. NONPARTICIPATION IN POLITICAL ACTIVITIES

The City will comply with the provisions of the Hatch Act (5 USC Chapter 15).

12. NATIONAL FLOOD INSURANCE

The City may not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202(b) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (44 CFR Chapter 1, Subchapter B, 24 CFR Section 570.605).

13. AIR AND WATER POLLUTION

The City will comply with the provisions of the Clean Air Act, as amended (42 USC Section 7401, et seq.) and the regulations issued thereunder (40 CFR Part 15).

14. LEAD-BASED PAINT POISONING

Pursuant to 24 CFR 570.608, the City will comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint (whenever funds under this Agreement are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

15. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant Funding made available under this Agreement will 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.

16. PUBLIC OWNERSHIP AND LEASEHOLD AGREEMENTS

- A. For agencies which are not municipal corporations it may become necessary to grant the County a property interest where the project calls for the acquisition, construction, reconstruction, rehabilitation or installation of publicly-owned facilities and improvements.
- B. If acting on behalf of the County, private nonprofit entities using Block Grant funds for the purposes described in 24 CFR, Section 570.201 will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

17. PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the City will include information identifying the source of funds as the Multnomah County Block Grant Program.
- B. For all construction projects the City will erect a durable and adequately visible sign at the construction site, identifying the source of funds. The requirement may be waived for construction projects of \$5,000 or less.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

- A. The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.
- B. The City agrees to complete the Project Progress Statement (Exhibit E) by November 31, 1994 and March 31, 1995 and submit to the Housing and Community Services Division.

2. AUDITS AND INSPECTIONS

- A. The City will cooperate with the County each fiscal year in performing an audit of its Community Development Block Grant award. The audit will be performed by staff of the County Auditors office and will conform to the guidelines established in U. S. Office of Management and Budget Circular A-128.
- B. The records and documents with respect to all matters covered by this contract will be subject at all times

to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this contract and during the period of retention specified in this Part III.

3. RECORDS

In the event the City sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD Regulations, 24 CFR Part 570.506, the City will maintain all records identified in Exhibit F.

4. RETENTION OF RECORDS

As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings will be retained for three years or until such audit findings have been resolved, whichever is later.
- B. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- C. Records for any displaced person will be retained for three years after such person has received final payment.
- D. Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph (c) above, whichever is later.

PART IV. EXHIBITS

- A-1, A-2, A-3. Budget Summaries
- B. Scope of Services
- C. Authorization Signature Card
- D. Voucher Request
- E. Project Progress Statement
- F. Required Records
- G. Conflict Statement

IMPROVE SE 4TH STREET

Project Number 94-2

Project Year 1994

LGFS No. 156-010-1472-64CD

BUDGET SUMMARY  
Community Development Block Grant

Legal Name of Entity City of Troutdale  
 Address: 104 SE Kibling  
 City: Troutdale State Oregon Zip 97060

1. BUDGET LINE ITEMS:

A. PERSONNEL SERVICES:

| 1. Number of Employees   | 2. Job Title | 3. Total Salary | 4. Portion Chargeable to Community Development Block Grant |
|--------------------------|--------------|-----------------|--|
|                          |              | \$              | \$   |
|                          |              |                 |  |
|                          |              |                 |  |
|                          |              |                 |  |
| 5. Subtotal              |              | \$              | \$   |
| 6. Extra Help/Overtime   |              |                 |  |
| 7. Fringe Benefits       |              |                 |  |
| 8. TOTAL PERSONNEL COSTS |              | \$              | \$   |

B. MATERIALS AND SERVICES:

|                                  |    |          |  |
|----------------------------------|----|----------|--|
| 9. Office Supplies               |    | \$       |  |
| 10. Operating Supplies           |    |          |  |
| 11. Communications               |    | \$       |  |
| 12. Travel and Training          |    |          |  |
| 13. Legal and Public Notices     |    |          |  |
| 14. Professional Services        | \$ | \$       |  |
| 15. Construction Contracts       | \$ | \$94,000 |  |
| 16. Other: Exhibits/Fixtures     | \$ | \$       |  |
| 17. TOTAL MATERIALS AND SERVICES | \$ | \$94,000 |  |





CAPITAL OUTLAY:

19. Capital Outlay:

| Quantity | Item | Total Cost |
|----------|------|------------|
|          |      | \$         |

20. Real Property Acquisition:

|  |  |    |
|--|--|----|
|  |  | \$ |
|--|--|----|

21. TOTAL CAPITAL OUTLAY

\$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$15,500.00

II. SOURCES OF PROJECT FUNDING:

|                             |              |
|-----------------------------|--------------|
| 1. Federal                  | \$           |
| 2. State                    |              |
| 3. Local Match              | \$ 46,500.00 |
| 4. County                   | \$           |
| 5. In-Kind Service & Supply | \$           |
| 6. Other (detail)           |              |
| 7. Subtotal                 | \$ 46,500.00 |
| 8. Housing & Comm. Dev.     | \$ 15,500.00 |
| 9. TOTAL PROJECT COST       | \$ 62,000.00 |

III. AUTHORIZATION:

Date

Authorized Signature for Project

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_.

Signature



CAPITAL OUTLAY:

19. Capital Outlay:

| Quantity | Item | Total Cost |
|----------|------|------------|
|          |      | \$         |
|          |      |            |

20. Real Property Acquisition:

|  |  |    |
|--|--|----|
|  |  | \$ |
|  |  |    |

21. TOTAL CAPITAL OUTLAY

\$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$14,060.00

II. SOURCES OF PROJECT FUNDING:

|                             |              |
|-----------------------------|--------------|
| 1. Federal                  | \$           |
| 2. State                    |              |
| 3. Local Match              | \$ 30,940.00 |
| 4. County                   | \$           |
| 5. In-Kind Service & Supply | \$           |
| 6. Other (detail)           |              |
| 7. Subtotal                 | \$ 30,940.00 |
| 8. Housing & Comm. Dev.     | \$ 14,060.00 |
| 9. TOTAL PROJECT COST       | \$ 45,000.00 |

III. AUTHORIZATION:

|      |                                  |
|------|----------------------------------|
| Date | Authorized Signature for Project |
| Date | Authorized Signature for Project |

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on \_\_\_\_\_  
 \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Signature

## SCOPE OF SERVICES

The City and the County agree to facilitate the completion of the project.

See attached Budget Summary (Exhibits A-1, A-2, A-3) for specific breakdown of budget line items.

The scope of the services to be performed under this contract consist of the following:

## (A) PROJECT ACTIVITIES

- (1) The City with the advice of the County will prepare all necessary plans, specifications and bid documents for the project. All specifications and drawings will be in conformance with current City standards and general specifications set forth in the City's Community Development Grant application for this project.
- (2) The City will submit these materials and estimates to the County for review and comment at least five (5) working days before requesting bids for construction.
- (3) The City with the advice of the County will appropriately bid, award the contract, and contract for construction of the project. In such a contract the City will assume the rights and responsibilities of owners of the project, except that the County will provide funds for the improvement generally described below.
- (4) In the event not all improvements can be made within the project funds, the City and the County will jointly determine the priority of the improvements to be made. The general scope of the improvements to be made under this Agreement consist of:
  - (a) Improve SE 4th Street - Improve approximately 1,000 L.F. of SE 4th Street from Buxton Avenue to Sandy Avenue. Improvements will include widening pavement; adding curbs, gutters, and sidewalks; and installing storm drainage structures and retaining walls as necessary.
  - (b) Improve SE 2nd Street - Improve approximately 240 L.F. of SE 2nd Street from Buxton Avenue to Dora Avenue. Improvements will include widening pavement; adding curbs, gutters, and sidewalks; and installing storm drainage structures and retaining walls as necessary.
  - (c) Improve SE Dora Street - Improve approximately 230 L.F. of SE Dora Avenue from 2nd Street to 3rd Street. Improvements will include widening pavement; adding curbs, gutters, and sidewalks; and installing storm drainage structures and retaining walls as necessary.

- (5) Prior to entering into any subcontract under this Agreement, the City will forward to the County copies of all contract documents for approval.
- (6) The City will designate a person or persons to provide project management during construction. The construction manager will make periodic visits to the construction site during construction to observe the progress and quality of the construction work and to determine if the results of the construction work are in accordance with this agreement and the drawings and specifications of the Construction Documents. On the basis of on-site observations, the construction manager will endeavor to guard the County and City against apparent defects and deficiencies in the construction work.
- (7) The City will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement. The City will provide the County with one set of final record documents ("As-Built" plans) which are stamped, certified, and signed.
- (8) In addition to the records referred to in Part III of this Agreement, the City will maintain records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
- (9) The City will perform all necessary and appropriate community information activities acknowledging the source of project funds from the Department of Housing and Urban Development and Multnomah County.

**B. PROJECT COORDINATION**

The project will be coordinated by City staff according to Part I, number 4 of this Agreement, and in compliance with 24 CFR 570.502 and all other federal, state and local laws. Project coordination responsibilities will include but not be limited to the following:

- (1) The City will perform all necessary and customary functions in the management and supervision of City personnel for all work performed under the Agreement. The City will compensate City staff with City funds for all work performed under this Agreement.
- (2) Project activities will be completed in compliance with the terms of this Agreement and applicable state and federal regulations. Specific project activities which trigger formal procedural regulation include the following: Sub contracting, Conflict of Interest, Procurement, Nondiscrimination, Property Management, Labor Standards, and Public Information.

EXHIBIT C

Project No. 94-2, 94-3, 94-5

Project Year 1994

LGFS Nos. 156-010-1472-64CD  
156-010-1472-65CD  
156-010-1472-67CD

AUTHORIZATION SIGNATURE CARD

Program Name:

Improve SE 4th Street, Project (94-2)  
Improve SE 2nd Street, Project (94-3)  
Improve SE Dora Street, Project (94-5)

Applicant's Name The City of Troutdale  
Address 104 SE Kibling  
City, State, Zip Troutdale, Oregon 97060  
Telephone Number (503) 665-5175

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:  
Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

| NAME (TYPED) | SIGNATURE |
|--------------|-----------|
| <hr/>        | <hr/>     |
| <hr/>        | <hr/>     |
| <hr/>        | <hr/>     |
| <hr/>        | <hr/>     |
| <hr/>        | <hr/>     |

I certify that the signatures above are of the individuals authorized to execute financial documents.

---

Date

---

Signature of Authorized Official

---

Title of Authorized Official

VOUCHER REQUEST

Report period: \_\_\_\_\_ to \_\_\_\_\_ Voucher Request No.: \_\_\_\_\_

Project Title: \_\_\_\_\_ Project No. \_\_\_\_\_

Check when this is final Request: \_\_\_\_\_ LGFS No.: \_\_\_\_\_

FROM \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

Attached to this Voucher Request is the Project Progress Statement which pertains to the same report period.

| BUDGET CATEGORY | 1. APPROVED BUDGET CDBG | 2. EXPENDED THIS PERIOD | 3. EXPENDED TO DATE | 4. PERCENT EXPENDED TO DATE |
|-----------------|-------------------------|-------------------------|---------------------|-----------------------------|
|                 | \$                      | \$                      | \$                  |                             |
|                 |                         |                         |                     |                             |
|                 |                         |                         |                     |                             |
|                 |                         |                         |                     |                             |
|                 |                         |                         |                     |                             |

TOTALS

RECEIVED TO DATE: \_\_\_\_\_ EXPENDED THIS PERIOD: \_\_\_\_\_  
 PAYMENTS IN TRANSIT: \_\_\_\_\_ (LESS % RETENTION): \_\_\_\_\_  
 UNTAPPED BALANCE: \_\_\_\_\_ VOUCHER AMOUNT REQ.: \_\_\_\_\_

CERTIFICATION: I certify that to the best of my knowledge and belief, this report is correct and complete, and that all expenditures are for the purpose set forth in the grant award documents. Supporting documentation for all expenditures cited in this request are on file at our office.

AUTHORIZED SIGNATURE \_\_\_\_\_ NAME \_\_\_\_\_ DATE \_\_\_\_\_

Do not write below this line.

Reviewed and Approved \_\_\_\_\_ Date to Finance \_\_\_\_\_

This progress report is due November 31, 1994 and March 31, 1995

EXHIBIT E

Project No.: \_\_\_\_\_

Voucher Request No.: \_\_\_\_\_

PROJECT PROGRESS STATEMENT

Prepared by: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

List all activities that were listed on your original PROJECT ACTIVITY SUMMARY (See Contract). Indicate status and describe progress which occurred during report period. Please describe any problems encountered and remedial actions. Attach additional pages as needed.

| <u>Name of Activity</u> | <u>Status*</u> | <u>% Complete</u> | <u>Description of Progress</u> |
|-------------------------|----------------|-------------------|--------------------------------|
|                         |                |                   |                                |
|                         |                |                   |                                |
|                         |                |                   |                                |
|                         |                |                   |                                |
|                         |                |                   |                                |
|                         |                |                   |                                |
|                         |                |                   |                                |
|                         |                |                   |                                |

Comments

\* On time  
Ahead of Schedule  
Late

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- D. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- E. Such other records as may be required by the County and/or HUD.

CONFLICT STATEMENT

For all contracts in excess of \$1,000  
NOTE: FAILURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST  
MAY RESULT IN CONTRACT CANCELLATION

PART A

I certify that, to the best of my knowledge, no owner, investor, or employee of this organization has a familial or financial relationship, as defined below, with any County employee(s) or official(s) who have responsibility for processing, awarding, funding, or monitoring this contract.

Familial relationships include spouse, children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sisters-in-law, or brothers-in-law.

Financial relationships include involvement of persons in the same partnership, joint venture, company, corporation, association, or any other organization or group of persons which could result in a monetary benefit to the enterprise or persons involved.

Signed \_\_\_\_\_ Date \_\_\_\_\_

PART B

I certify that the following is a complete list of familial and financial relationships, as defined above, between any owners, investors, or employees of my organization and any County employees or officials with responsibility for processing, awarding, funding, or monitoring this contract.

| <u>Name of Related Owner, Investor, or Employee</u> | <u>Nature of Relationship</u> | <u>Name of County Employee or Official</u> |
|---|-------------------------------|--|
| _____   | _____                         | _____                                      |
| _____   | _____                         | _____                                      |
| _____   | _____                         | _____                                      |
| _____   | _____                         | _____                                      |

Signed \_\_\_\_\_ Date \_\_\_\_\_

FAILURE TO COMPLETE THIS FORM SHALL BE CAUSE FOR REJECTION.