

A G R E E M E N T

between

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

and

CITY OF NEWBERG

* * * *

WHEREAS, the Mid-Willamette Valley Council of Governments (COG) and the City of Newberg (City), have long had interests in common; and the City is a member of the Council of Governments, and

WHEREAS, the City has been awarded a 1995 Oregon Community Development Block Grant (Grant #T95045) for a Feasibility Study for a Family Resource Center; and

WHEREAS, the City desires assistance with the administration of this Oregon Community Development Block Grant and the COG provides such service for its member governments;

IN CONSIDERATION of the mutual benefits and obligations set out herein, the parties agree that from the date of this agreement's execution to the first day of July 1, 1996 or the first date on which the Grant has been administratively closed by the Oregon Economic Development Department, whichever comes first, the following provisions shall apply:

I. Description of Work to be provided by COG:

- A. Assist City with meeting and documenting its environmental review responsibilities for activities funded by the Grant; draft City resolutions and policies regarding excessive force, fair housing and others as may be necessary and appropriate; assist City staff with the establishment of record keeping and financial management systems for the project; assist with completion of the Self-Evaluation Checklist required by Section 504 of the Rehabilitation Act of 1973; and other activities that may be necessary to get the project started and eligible to receive funds.

- B. Assist with procurement of profesional consulting services. Draft "Request for Qualifications" and submit to funding and regulatory agencies for approval. Assist with the publication and distribution of RFP documents. As requested by the City, assist with evaluation of proposals and with the selection process. Provide draft engineering contract documents for review and approval by the City and its legal council and assist in obtaining necessary agency approvals.
- C. Provide assistance to the CITY with State of Oregon and U.S. Department of Housing and Urban Development regulatory requirements that apply to the expenditure of Oregon Community Development Grant funds including: review of all contracts for regulatory requirements, assist contractors and subcontractors with state and federal regulatory compliance problems emanating from this project and maintain all of the files and reports necessary to document the CITY's proper compliance with the federal and state requirements that apply to this project.
- D. Review all payment requests, prepare the necessary cash request forms for signature by authorized City representatives, assist as needed with financial record keeping and preparation of disbursement documents for approval by City authorities, prepare all project progress reports that may be required of the City by the State of Oregon or the U.S. Department of Housing and Urban Development, represent the City at monitoring visits by Oregon Economic Development Department representatives and help resolve any such monitoring findings, prepare other necessary project documentation, and be available to meet with the City's auditor during the annual audit to answer project regulatory compliance questions.
- E. Provide assistance with arrangements for design/construction phase financing, including preparation of a OCDBG.
- F. Prepare City completion reports and other documentation required for closing out the Oregon Community Development Block Grant.

\$750.00 payable upon submission of grant close out reports.

II. Method of Payment and Payment Schedule

The COG agrees to submit a written invoice at the completion of all elements of work described in the preceeding paragraph. The City agrees to make full payment with project funds upon proper receipt of invoice.

III. Conflict of Interest

No member, officer, or employee of the City recipient of the Community Development Block Grant, or its designees or agents, no member of the governing body of the locality in which the grant project is situated, and no public official of such locality or localities who exercise any function or responsibility with respect to the project during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under the

grant contract.

IV. Section 3 of the Housing and Community Development Act

The work to be performed under this contract is on a project receiving direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of Housing and Community Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income persons residing in the Newberg City and contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the City of Newberg.

V. Access to Records

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

VI. Remedies

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

VII. Other State and Federal Requirements

The COG agrees to comply with all other requirements of the State of Oregon or the United States Department of Housing and Urban Development that may apply to activities undertaken by this contract. These include, but are not limited to, the Federal Uniform Administrative Requirements, as described in 24 Code of Federal Regulations 570.502.

VIII. Suspension or Termination

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

IX. Progress Reporting

COG shall report on the status of all project activities on at least a monthly basis to the City Administrative Officer or other designated representative of the City. COG shall also prepare and present status reports directly to the City Council when the Council so requests.

IN WITNESS WHEREOF, both parties have signed and executed the above agreement as of the 6 day of December, 1995.

MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS

CITY OF NEWBERG

By

Alan H. Hershey
Executive Director

By

Lana Lee
Mayor

Attest

Thane R. Cole

12/6/95