

RESOLUTION NO. 1518

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF WILSONVILLE (COUNTY TO PROVIDE \$350,000 IN FUNDING FOR THE CONSTRUCTION OF THE PROPOSED WILSONVILLE COMMUNITY CENTER EXPANSION PROJECT.)

WHEREAS, in December 1996, the City Council approved Resolution No. 1340 authorizing city staff to make application for a community block grant for the expansion of the Wilsonville Community Center; and

WHEREAS, in April of 1998, the city was successful in obtaining such community block grant for the expansion of the Wilsonville Community Center; and

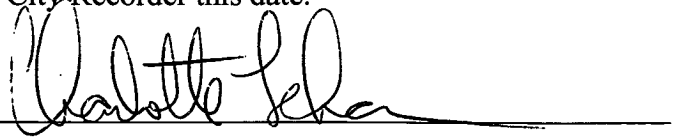
WHEREAS, the Friends of the Center have raised through donations and fund-raising events and through general fund contributions approximately \$250,000 which exceeds the required 20% match obligation of the block grant; and

WHEREAS, the City Council authorizes the city manager to enter into an intergovernmental agreement between Clackamas County and the City of Wilsonville for the acceptance of the community block grant funding.

NOW THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

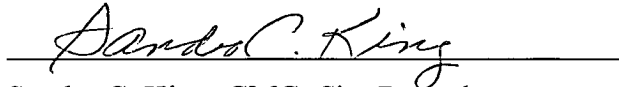
1. That the City Council does hereby approve and authorize the city manager to sign an intergovernmental agreement between Clackamas County and the City of Wilsonville, a copy of which is marked "Exhibit A" and attached hereto and incorporated herein, to provide funding for the Wilsonville Community Center Expansion Project.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of October, 1998, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, MAYOR

Attest:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Helser	Yes
Councilor Barton	Yes
Councilor Luper	Yes
Councilor Kirk	Yes

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
THE CITY OF WILSONVILLE

I. Purpose

This Agreement is entered into between Clackamas County (COUNTY) and the City of Wilsonville (CITY) for the cooperation of units of local government under the authority of ORS 190.010.

This Agreement provides the basis for a cooperative working relationship for the purpose of applying Fiscal Years 1997 and 1998 Community Development Block Grant (CDBG) funds to the construction of Wilsonville Senior Center Addition and Remodel Project. The project consists of construction of an approximately 3,000 square foot addition and remodeling approximately 1,500 square feet of the Wilsonville Senior/Community Center located at 7965 S.W. Wilsonville Road in the City of Wilsonville (PROJECT).

II. Scope of Cooperation

- A. The CITY agrees to facilitate the construction of the PROJECT by providing assistance to the COUNTY as described in Exhibit 1.
- B. The COUNTY agrees to facilitate the construction of the PROJECT by providing CDBG funds for construction and contract administration as described in Exhibit 1.

III. Compensation

This Agreement describes how the parties will cooperate and does not involve any compensation.

IV. Liaison Responsibility

Cathy Harrington will act as liaison from the CITY for this Project. Dale Query will act as liaison from the COUNTY.

V. Special Requirements

- A. The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Subject to the limits of the Oregon Tort Claims Act, each of the parties agrees to hold harmless and indemnify the others, and their elected and appointed officials, agents, and employees, from and against all claims, demands, and causes of action of any

kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees provided however, that once the CITY accepts the Project following the design and construction phases, it will assume all responsibility for claims made thereafter against the COUNTY or its officers, agents or employees pertaining to the design and construction of the Project, and will indemnify and defend them therefor.

- 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.
- D: Access to Records.** The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CITY 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.

- 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 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- J. **Nonsubstituting for Local Funding.** The 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 project requires acquisition of any real property the Parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- N. **Change of Use.** The CITY agrees to notify the COUNTY of any plans to change programs or services to be provided at the real property acquired or improved as part of this Agreement. If the use, including beneficiaries of such use, changes from that which are provided for in this Agreement, the Parties agree to comply with all provisions of 24 CFR 570.505 (included as Exhibit 2 to this Agreement) regarding the use of real property.

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 closeout of the COUNTY's participation in the entitlement CDBG program.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. 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
 - 2. 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.

CITY OF WILSONVILLE

CLACKAMAS COUNTY
Chair: Judie Hammerstad
Vice Chair: Bill Kennemer
Commissioner: Ed Lindquist

Signing on Behalf of the Board.

By: _____
Arlene Loble
City Manager

Irene Fischer-Davidson, Director
Department of Human Services

Date

Date

Exhibit I

Scope of Cooperation

A. Responsibilities of the CITY

1. The CITY shall provide architectural services (ARCHITECT) for the design and construction oversight of the PROJECT. Such services shall be provided at no cost to the COUNTY. CITY shall assume responsibility for ensuring the following:

- (a) CITY shall hire a Registered Professional ARCHITECT to prepare all necessary plans and specifications and provide construction oversight.
- (b) The ARCHITECT hired by CITY must maintain comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$500,000 combined single limit per occurrence/\$1,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to ARCHITECT'S or any subcontractor's performance of this Agreement.
- (c) The ARCHITECT hired by CITY must maintain professional liability insurance in an amount of not less than \$500,000 per claim, subject to the policy's annual aggregate of \$500,000. Such insurance shall include limited contractual liability coverage and shall provide for thirty days prior written notice to the owner in the event of cancellation. The ARCHITECT shall endeavor to use good faith in order to maintain in force such coverage for not less than three (3) years following completion of the project. The COUNTY, at its option, may require a complete copy of the above policy.
- (d) The insurance outlined in A.1.(b) shall include the COUNTY as an additional insured and refer to and support the ARCHITECT'S obligation to hold harmless the COUNTY, its officers, commissioners and employees. Such insurance shall provide 30 days' written notice to the COUNTY in the event of cancellation, nonrenewal, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. The insurance company will provide written notice to the COUNTY within thirty (30) days after any reduction in the general annual aggregate limit.
- (e) CITY agrees to require the ARCHITECT to furnish the COUNTY evidence of the insurance required in A.1.(b) and (c).
- (f) Additional responsibilities of the ARCHITECT shall include, but not be limited to, the following:

- (1) During construction the ARCHITECT shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by the Contractor.
 - (2) All reports and recommendations concerning construction shall be submitted to the COUNTY for their approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY approval.
 - (3) In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the COUNTY, CITY shall be solely responsible for the cost of those modifications.
2. Upon completion of the PROJECT CITY agrees to continue operating the facility as a senior center.
 3. CITY agrees to inform COUNTY in writing prior to selling the property or making any change in the use of the property. Should the new use not meet HUD eligibility criteria, and/or the clients no longer meet the HUD income guidelines CITY shall reimburse COUNTY as provided in 24 CFR Part 570.505. Said provision is attached as Exhibit 2 and hereby made a part of this Agreement.
 4. The minimum CITY contribution to the PROJECT shall equal twenty percent (20%) of the total cost of the contracts for design and construction of the improvements. This contribution may be a combination of cash and the cost of necessary architectural services paid for by the CITY.
 5. The CITY shall provide the COUNTY with the amount of funds necessary to meet the matching obligation stated in A.4 above within ten (10) consecutive calendar days of a written request by the COUNTY.
 6. In the event that changes in the work result in an increase in the cost of construction beyond the amount of CDBG funds available, the CITY shall be responsible for providing additional funds to the COUNTY in the same manner as in A.5. above.
 7. The CITY shall waive all systems development, plan review, and inspection fees and charges within its control.
 8. The CITY shall initiate and obtain all easements and rights of way necessary for completion of the PROJECT.
 9. The CITY shall provide all other necessary information and services under its control.
 10. In all news releases and other public notices relating to activities funded under this Agreement, the CITY shall include information identifying the source of funds as the

Clackamas County CDBG program. The CITY shall assist the COUNTY performing any appropriate community information activities.

11. The CITY shall accept the improvements upon satisfactory completion of construction.
12. The CITY shall insure the preservation and maintenance of the improvements for public use for their useful life.

B. Responsibilities of the COUNTY

1. The COUNTY agrees to provide and administer available CDBG funds granted by the U.S. Department of Housing and Urban Development (HUD) to finance the PROJECT.
2. The COUNTY shall apply project funds in the amount of 80% of the total cost of the design and construction of the improvements up to a maximum COUNTY contribution of \$350,000.
3. The COUNTY, with advice from the CITY, shall appropriately bid, award the contract, and contract for the construction of the improvements. In such contract, the COUNTY shall act as the agent of the CITY.
4. The COUNTY shall be responsible for all costs related to advertising for bids.
5. The COUNTY shall conduct an environmental assessment of the Project as required by applicable CDBG regulations.
6. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT.

C. Joint Responsibilities

The COUNTY and CITY will jointly determine the scope of the improvements to be made, and in the event not all the improvements can be made with the project funds, the COUNTY and the CITY will jointly determine the priority of the improvements to be made.

COUNTY and CITY agree to jointly review all design, material selection and contract documents for the PROJECT.

The parties acknowledge that time is of the essence due to the need for the planned improvements and applicable federal requirements that CDBG funded activities be carried out in a timely manner. The parties hereby agree to make all reasonable efforts to utilize available CDBG funds to complete the improvements to be made under the terms of this Agreement during the 1999 construction season.

Exhibit 2

Use of Real Property
(24 CFR 570.505)

The Standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

- (a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change, and either:
 - (1) The new use of such property qualifies as meeting one of the national objectives in 24 CFR 570.208 and is not a building for the general conduct of government; or
 - (2) The requirements in paragraph (b) are met.
- (b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for such use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.
- (c) If the change of use occurs subsequent to closeout, the provisions governing income from the disposition of the real property in 24 CFR 570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.
- (d) Following the reimbursement of the CDBG program pursuant to paragraph (b) of this section, the property is no longer subject to any CDBG requirements.