



Location: City Hall – Council Chambers
Date: March 10, 2020
Time: 6:30 PM

City Council Meeting Agenda

Mayor Steve Uffelman, Council Members Jason Beebe, Janet Hutchison, Patricia Jungmann, Gail Merritt, Jeff Papke, Teresa Rodriguez and City Manager Steve Forrester

Call to Order

Flag Salute

Additions to Agenda

Consent Agenda

1. Regular Meeting Brief 2-25-2020

Visitors, Appearances and Requests

2. Swearing in of Sergeant Robert Gray - Chief Cummins
3. Swearing in of Officer Leo McKenna - Chief Cummins

Council Business

Staff Reports and Requests

4. City Managers Report - Steve Forrester

Committee Reports

Ordinances

Resolutions

5. Resolution No. 1426 - Approving a First Amendment to Agreement for Temporary Easement - Eric Klann
6. Resolution No 1427 - Authorizing to Amend IGA with COIC to Extend - Jered Reid / Lisa Morgan
7. Resolution No 1428 - Approving Personal Services Agreement with Greg Congleton - Eric Klann

Visitors, Appearances and Requests

8. Executive Session Pursuant to ORS 192.660 (2)(e) Real Property Transactions & ORS 192.660 (2)(h) Regarding Current Litigation or Litigation that is More Likely Than Not to Be Filed

Adjourn

Agenda items maybe added or removed as necessary after publication deadline



CITY OF PRINEVILLE
Regular Meeting Brief
387 NE Third Street – Prineville, OR 97754
541.447.5627 ph 541-447-5628 fax

Full Meeting Recordings Available at:
<http://cityofprineville.com/meetings/>

City Council Meeting Brief
February 25, 2020

Council Members Present:

Gail Merritt
Teresa Rodriguez
Janet Hutchison

Patricia Jungmann
Jason Beebe
Jeff Papke

Council Members Absent

Steve Uffelman

Additions to the Agenda

None.

Consent Agenda

1. Regular Meeting Brief 2-11-2020

Councilor Jungmann made a motion to approve the Consent Agenda as presented. Motion seconded. No discussion on motion, motion carried.

Visitors, Appearances and Requests:

2. **ODOT – Traffic Access Management – Third Street Project** – Mike Darling

Casey Kaiser, Associate Planner introduced Mike Darling, ODOT Sr. Transportation Project Manager – Region 4, who explained that a project overview will be mailed certified to adjacent property owners. Mr. Darling went through a power point presentation that outlined where we are now and what is next. An access inventory had been done and there are over seventy approaches that have been identified.

Discussions continued regarding the timing of the process; and length of time to respond to the mailing.

Mr. Darling stated that ODOT would be back in about four to five weeks from now to give an update on how this next step went.

3. **Crook County Health Department – County Tobacco Ordinance**

Katie Plum explained that the county is working on an ordinance regarding tobacco and that it is a complex issue that requires a multi-facet, pro-active approach.

Muriel Delavergne-Brown, Crook County Health Director talked about the Central Oregon Health Council; Pacific Source; a regional health assessment; and a regional health improvement plan and HB4078.

Jason Ritter, Crook County High School gave an update on the school cessation curriculum and provided an overview of last year's statistics as well as passing around vaping liquid that was confiscated from students.

Nadia Lemay – Tobacco Prevention Coordinator went through a power point presentation that explained what the proposed Tobacco Retail License (TRL) is, how they expect it to be implemented and that it would not ask on city resources.

A couple of high school students came forward to speak in favor of a TRL.

Discussions continued regarding the Oregon Health Authority; the TRL application process; annual license fees; some not being in favor of more laws when the ones we have are not enforced; consequences for students that are getting caught; what is happening at the state law wise; and deciding consequences on a kid per kid basis.

Public Appearances

No one came forward.

Council Business

4. Intent to Award Wastewater Screen Plant # 1 Project – Mike Kasberger

Mike Kasberger, Assistant City Engineer presented the staff report explaining that they received five bids and this project is part of the capital projects in the budget. The apparent low bidder is McKernan Enterprises who we have worked well with before.

Councilor Hutchison made a motion to approve the notice of intent to award to Jaron McKernan Enterprises in the amount of \$321,820.25. Motion seconded. No discussion on motion. All in favor, motion carried.

Staff Reports and Requests:

5. Manager's Report

Steve Forrester, City Manager reported: the railroad has been in negotiations for Building No. 3 and looks positive at this point; another manufacturing facility is also interested in the railroad; the Lamonta well redevelopment continues to be successful; there will be a joint city / county

workshop which will go into a quick joint meeting for the restructuring of the Crook County Foundation (CCF); and Mark Monroe’s funeral is tomorrow.

There were no questions.

Committee Reports

Councilor Hutchison attended the Ochoco Forest Collaborative meeting today and they are updating their policies and handbooks.

Councilor Beebe attended the Crooked River Watershed meeting and there are at least twelve projects planned and they are also looking for additional board members with hopefully specific skill sets.

Councilor Merritt attended a CCF meeting which they are restructuring; and a Compensation Committee meeting was held and will be providing an update.

Councilor Jungmann added the Compensation Committee meeting was very educational.

There were no questions.

Ordinances:

None.

Resolutions:

6. Resolution No. 1422 – Authorizing a Solar Site Lease Agreement with Westlake Solar Panels, LLC

Eric Klann, City Engineer presented the staff report.

There were no additional questions.

Councilor Rodriguez made a motion to approve Resolution No. 1422. Motion seconded. No discussion on motion. All in favor, motion carried.

7. Resolution No. 1423 – Authorizing a Power Purchase Agreement

There were discussions on the life of a panel and at the end of the twenty year lease they could have Westlake remove them, or have them appraised to negotiate the city to purchase them.

Councilor Beebe made a motion to approve Resolution No. 1423. Motion seconded. No discussion on motion. All in favor, motion carried.

8. Resolution No. 1425 – Authorizing Agreement with Downtown Business Association – Casey Kaiser

Mr. Kaiser presented the staff report that explained what the agreement does. Mr. Kaiser provided an outline of the purpose for the formation of the Downtown Strategic Planning (DSP) Committee in hopes that eventually the downtown business owners would take over. There were twenty-one businesses identified in the downtown core with about ten so far that have either participated or expressed an interest in participating.

Councilor Papke made a motion to amend the agreement on Page 2, Item # 4 from six months to four months. Motion seconded. No discussion on motion. All in favor, motion carried.

Councilor Papke made a motion to approve Resolution No. 1425. Motion seconded. No discussion on motion. All in favor, motion carried.

Visitors Appearances and Requests:

No one came forward.

Adjourn

Councilor Rodriguez made a motion to adjourn the meeting. Motion seconded. No discussion on motion. All in favor, motion carried.

Meeting adjourned at 7:30 P.M.

Motions and Outcomes:

Motion:	Outcome	Beebe	Hutchison	Jungmann	Merritt	Papke	Rodriguez	Uffelman
Consent Agenda	PASSED	Y	Y	Y	Y	-	Y	-
Motion to Approve the Notice of Intent to Award to Jaron McKernan Enterprises in the amount of \$321,820.25.	PASSED	Y	Y	Y	Y	Y	Y	-
Resolution No. 1422 – Authorizing a Solar Site Lease Agreement with Westlake Solar Panels, LLC	PASSED	Y	Y	Y	Y	Y	Y	-
Resolution No. 1423 – Authorizing a Power Purchase Agreement with Westlake Solar Panels, LLC	PASSED	Y	Y	Y	Y	Y	Y	-
Resolution No. 1425 – Authorizing Agreement with Downtown Business Association	PASSED	Y	Y	Y	Y	Y	Y	-
Adjourn Meeting	PASSED	Y	Y	Y	Y	Y	Y	-

Public Records Disclosure

Under the Oregon public records law, all documents referred to in this session are available at the City’s website. www.cityofprineville.com. An electronic copy of the meeting packet is available for download at www.cityofprineville.com/packets. A full recording of this meeting is available at www.cityofprineville.com/meetings

**RESOLUTION NO. 1426
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO AGREEMENT FOR
TEMPORARY EASEMENT**

Whereas, the City of Prineville (“City”) and Crook County entered into an Agreement for Temporary Easement on or about January 8, 2020, recorded in the official records of Crook County, Oregon, as document number 2020-297627 (“Easement”).

Whereas, the City wishes to drill three (3) additional test wells on the County’s Property indicated on the Easement to determine if one of the three test wells have the potential to serve as a municipal production well and wishes to gain access to County’s Property in order to facilitate the same.

Whereas, The City wishes to abandon the Test Wells identified as Millican 2 and Millican 3; and the Well identified as Millican 4 was never drilled.

Whereas, County is willing to allow access to City to drill three (3) test wells on County’s Property and, if City desires, grant City a perpetual, exclusive easement to use the portion of the property for municipal production well purposes.

Whereas, City staff and County have negotiated a First Amendment to Agreement for Temporary Easement (“Agreement”); and

Whereas, City staff believes it is in the best interest of the City to approve and execute this Agreement.

NOW, THEREFORE, the City of Prineville resolves that the Agreement between the City and County attached hereto is approved and the Mayor and City Manager are authorized and directed to sign the Agreement.

Approved by the City Council this ____ day of March, 2020.

Stephen P. Uffelman, Mayor

ATTEST:

Lisa Morgan, City Recorder

After Recording Return to:
Jered Reid
545 Seventh Street
Prineville, OR 97754

**FIRST AMENDMENT TO
AGREEMENT FOR TEMPORARY EASEMENT**

THIS FIRST AMENDMENT TO AGREEMENT FOR TEMPORARY EASEMENT (“Amendment”) is entered into as of the date last written below, by and between **Crook County**, a political subdivision of the State of Oregon, of 300 NE Third Street, Room 10, Prineville, Oregon 97754 (hereafter “County”) and the **City of Prineville**, an Oregon municipal corporation, of 387 NE Third Street, Prineville, Oregon 97754, its successors and assigns, (hereafter “City” or “Grantee”). County and City shall collectively be referred to as the “Parties” and individually as a “Party.”

RECITALS:

- A. The Parties entered into an Agreement for Temporary Easement on or about January 8, 2020, recorded in the official records of Crook County, Oregon, as document number 2020-297627 (“Easement”).
- B. The City wishes to drill three (3) additional test wells on the Property indicated on the Easement to determine if one of the three test wells have the potential to serve as a municipal production well and wishes to gain access to Property in order to facilitate the same.
- C. The City wishes to abandon the Test Wells identified as Millican 2 and Millican 3.
- D. The Test Well identified as Millican 4 was never drilled by City.
- E. County is willing to allow access to City to drill three (3) test wells on Property and, if City desires, grant City a perpetual, exclusive easement to use the portion of the property for municipal production well purposes.
- F. The Parties desire to amend the Temporary Easement.

NOW, THEREFORE, City and County, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, consent, and agree to amend the Easement as follows:

- 1. County grants to City, including its employees, agents, invitees, and contractors, access to the Property for the purposes of drilling a test well, pump testing the well for water quantity, and testing the water produced from the well for quality. City, their employees, agents,

invitees, and contractors have authority to dig a 20-foot by 20-foot by 4-foot-deep area around the test wells to support the drilling and testing operations described above.

2. The Wells shall be identified as Millican 5, Millican 6, and Millican 7, the locations of which are identified on Exhibit 1, attached hereto and incorporated herewith.

3. City shall have 550 days, i.e. more or less 1.5 years, after the date of this Amendment (“Test Period”) to complete the drilling and testing operations of the test wells and to determine if City will develop a test well into a permanent municipal production well.

4. If City determines it will not use any test well as a municipal well, any disturbance to the Property caused by City and/or its employees, agents, invitees, and contractors shall be returned to essentially its original condition at City’s expense. This will include abandoning the test well in accordance with Oregon state rules and regulations.

5. If City desires to use any test well as a permanent municipal well, the following shall apply:

a. City shall give notice to County within the Test Period that City intends to use the well as a permanent municipal well.

b. County shall provide City a permanent easement to the City to allow City to access the property for municipal well purposes, which shall include, but is not limited to drilling and developing a municipal water production well or wells, construction of a well house or well houses, construction of security fence on the perimeter of the easements, or any of them, and maintaining and repairing the wells, fences, and associated plumbing and electrical connections, and the well house or houses. The form of the permanent easement will be substantially similar to the template referenced in Easement Exhibit 2.

c. Upon execution of the Easement, City shall pay to County the sum of \$32,000.00 per acre of the Easement.

6. The Easement provided to Millican 4 is hereby revoked.

7. This Amendment shall be binding on the successors and assigns of the parties.

8. Except as specifically amended hereby, all terms and conditions of the Easement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Easement, the terms and conditions of this Amendment shall control.

9. This Amendment may be executed in multiple counterparts, each of which will be considered to be an original.

[Signature Page to Follow]

Crook County

By: _____
Seth Crawford, County Judge

By: _____
Brian Barney, Commissioner

By: _____
Jerry Brummer, Commissioner

STATE OF OREGON)
) ss.
County of Crook)

Personally appeared the above-named **Seth Crawford, County Judge, Brian Barney, Commissioner, and Jerry Brummer, Commissioner**, for Crook County and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of Crook County this _____ day of _____, 2020.

Notary Public for Oregon
My Commission Expires: _____

City of Prineville

By: _____
Steve Forrester, City Manager

By: _____
Stephen P. Uffelman, Mayor

STATE OF OREGON)
) ss.
County of Crook)

Personally appeared the above-named **Steve Forrester, City Manager, and Stephen P. Uffelman, Mayor**, for the City of Prineville and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of the City this _____ day of _____, 20__.

Notary Public for Oregon
My Commission Expires: _____

- water_pipe
- water_tanks
- wells**
- Test Holes
- production



Disclaimer: CROOK COUNTY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE COUNTY IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. COUNTY DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR, SURVEY OR ENGINEERING PURPOSES OR THE AUTHORITATIVE AND/OR PRECISE LOCATION OF BOUNDARIES, FIXED HUMAN WORKS, AND/OR THE SHAPE AND CONTOUR OF THE EARTH. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPARENT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARD COPY MAPPING OF GEOSPATIAL INFORMATION OR DATA. DATA FROM THE CROOK COUNTY ASSESSOR'S OFFICE MAY NOT BE CURRENT. DATA IS UPDATED AS SCHEDULES AND RESOURCES PERMIT. PLEASE NOTIFY CROOK COUNTY GIS OF ANY ERRORS (541) 416-3930.



**RESOLUTION NO. 1427
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO AMEND AN
INTERGOVERNMENTAL AGREEMENT WITH CENTRAL OREGON
INTERGOVERNMENTAL TO CORRECT THE TERM**

Whereas, City of Prineville (“City”) and Central Oregon Intergovernmental Council (“COIC”) entered into the attached Intergovernmental Agreement (“IGA”) on or about May 28, 2019 for Labor Standards and Monitoring for the Prineville Senior Center.

Whereas, the original term of the IGA expired on December 31, 2019; however, the parties desired to have the IGA expire on December 31, 2020, based on the delay in the Project.

Now, Therefore, the City of Prineville resolves that the City Manager is authorized to amend the IGA to correct the Term from December 31, 2019, to December 31, 2020, and the amendment shall be *nunc pro tunc*.

Approved by the City Council this ____ day of March, 2020.

Stephen P. Uffelman, Mayor

ATTEST:

Lisa Morgan, City Recorder

**Resolution No. 1394
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH CENTRAL OREGON
INTERGOVERNMENTAL COUNCIL FOR LABOR STANDARDS MONITORING FOR
PRINEVILLE SENIOR CENTER**

Whereas, City of Prineville (“City”) is a municipal corporation and unit of local government as defined in ORS 190.003 and Central Oregon Intergovernmental Council (“COIC”) is an intergovernmental entity organized pursuant to ORS 190.003-190.150; and

Whereas, City is the recipient of an Oregon Community Development Block Grant (OCDBG) #C17006 to fund the rehabilitation of the Prineville Senior Center, which is located at 180 NE Belknap Street, Prineville; and

Whereas, OCDBG rules and statutes require formal monitoring of construction activities and contractors for compliance with federal Davis Bacon labor standards and state of Oregon BOLI labor standard requirements; and

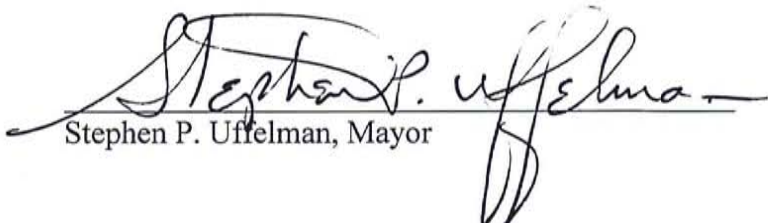
Whereas, COIC is qualified, experienced, and able to provide labor standards monitoring and compliance activities in support of public construction projects; and

Whereas, COIC has prepared an Intergovernmental Agreement (hereinafter “Agreement”), which provides that COIC provides labor standards monitoring for the Prineville Senior Center construction project for total compensation not to exceed \$16,000.00; and

Whereas, City staff believes it is in the best interest of the City to approve and execute the Agreement;

Now, Therefore, the City of Prineville resolves that the Intergovernmental Agreement attached to this Resolution between the City and COIC is hereby approved and that the City Manager is authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this 28th day of May, 2019.


Stephen P. Uffelman, Mayor

ATTEST:


Lisa Morgan, City Recorder

**INTERGOVERNMENTAL AGREEMENT
PRINEVILLE SENIOR CENTER
LABOR STANDARDS MONITORING**

PARTIES:

Central Oregon Intergovernmental Council
334 NE Hawthorne Ave.
Bend, Oregon, 97701 (“COIC”)

City of Prineville
387 NE 3rd Street
Prineville, OR, 97754 (“City”)

RECITALS:

- A. COIC is an intergovernmental entity organized pursuant to ORS 190.003 – 190.150.
- B. City is a municipal corporation and unit of local government as defined in ORS 190.003.
- C. City is the recipient of an Oregon Community Development Block Grant (OCDBG) #C17006 to fund the rehabilitation of the Prineville Senior Center, which is located at 180 NE Belknap Street, Prineville.
- D. OCDBG rules and statutes require formal monitoring of construction activities and contractors for compliance with federal Davis Bacon labor standards and state of Oregon BOLI labor standards requirements.
- E. COIC is qualified, experienced, and able to provide labor standards monitoring and compliance activities in support of public construction projects.
- F. City wishes to enter into an agreement with COIC to provide labor standards monitoring for the Prineville Senior Center construction project. The role of COIC is further defined as “Services” under the terms of this Agreement.

IT IS, THEREFORE AGREED:

1. Term

This agreement will be effective as of May 15, 2019. This is known as the Effective Agreement Date. No services shall be performed prior to the Effective Agreement

date. This agreement will continue until December 31, 2019, or earlier as specified in section 9 of this agreement.

2. Source of Funds

Work under this agreement will be funded in part with federal grant funds from the Oregon Community Development Block Grant program.

3. Incorporation of Grant

This Agreement shall be subject to all provisions, requirements, and conditions of Grant Contract Number C17006, attached as Exhibit D and incorporated herein. In the event that any term or provisions of this Agreement conflicts with Grant Contract Number C17006, the terms of the Grant Contract shall control.

4. Services.

Subject to the terms and conditions contained in this Agreement, COIC shall provide labor standards monitoring services for and on behalf of City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference.

5. Compensation

City shall compensate COIC for the performance of the Scope of Work as specified in Exhibit A. Specific compensation amounts and payment terms are detailed in Exhibit B, Payment for Work, attached hereto and incorporated herein by reference. Total compensation shall not exceed \$16,000.

6. Invoicing and Payment Schedule

Invoices and progress reports shall be submitted to City on or before the fifteenth of the month for expenses incurred during the previous month(s). City shall be allowed thirty (30) days from the date the invoice is received to compensate COIC, provided that the work performed and the invoice documentation provided by COIC is acceptable to City. Upon receipt of the invoice, City shall review the documentation submitted and may request additional information. If City does not request additional information within fifteen (15) days after receipt of the invoice, the invoice shall be deemed approved and payment shall be made. In the event that City requests additional information from COIC, City shall have fifteen (15) days from the date of receipt of the additional information to review the information. If COIC has provided the information requested, the invoice shall be deemed approved and payment shall be made. In the event COIC does not provide the information requested within thirty (30) days, City may deny the invoice or approve only the portion of the invoice which has been documented satisfactorily. Failure to pay an invoice when due shall constitute default. In the event of default, COIC may elect to suspend all professional services under this agreement until such invoice is paid in full and may elect to terminate this Agreement as of the 30th day of default.

7. Execution of Work.

COIC shall at all times carry on the work diligently, without delay, and punctually fulfill all requirements herein. The passage of the Agreement expiration date shall not extinguish, prejudice, or limit any party's right to enforce this agreement with respect to any default or defect in performance that has not been cured.

This Agreement outlines the entire relationship between COIC and City for purposes stated in Exhibit A, Scope of Work. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all parties.

8. Books and Records.

COIC shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement and the project in accordance with generally accepted accounting principles, generally accepted governmental accounting standards and state minimum standards for audits of municipal corporations. COIC acknowledges and agrees that City and its duly authorized representatives shall have access to the books, documents, papers, and records of COIC which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after the Agreement expiration date. Copies of applicable records shall be made available upon request. Payment for reasonable costs of copies is reimbursable by City. If for any reason any part of this Agreement is involved in litigation, COIC shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Full access will be provided to City and to its duly authorized representatives in preparation for and during litigation.

9. Termination.

This Agreement may be terminated prior to the expiration date only by written mutual consent of all parties. If this Agreement is terminated prior to the end of the agreement period, COIC shall be compensated for work completed through the termination date as outlined in the Payment for Work, Exhibit B. If one party believes the other party to be in violation of this Agreement, that party shall notify the second party in writing of the circumstances leading to this conclusion. The party alleged to be in violation shall have 30 days to remedy the violation after which, if the violation continues to exist, the agreement will automatically terminate.

10. Litigation.

All claims, counterclaims, disputes and other matters in question between COIC and City arising out of, or relating to, this Agreement or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism, or, if not so agreed, in a court of competent jurisdiction within the State of Oregon and Crook County. In the event of any dispute arising from this Agreement each party shall be required to pay its own separately incurred attorney's fees, expenses, and court costs, including arbitration, trial and appeal.

11. Indemnity and Insurance.

10.1 COIC agrees to indemnify, defend, and hold harmless City from all claims, lawsuits and actions of whatever nature brought against it which arise from COIC's performance or omissions under this Agreement. COIC shall not be required to indemnify City for any such liability arising out of negligent acts or omissions of City, its employees or representatives. Failure to supervise on the part of City shall not constitute a defense to the indemnity obligation imposed by this provision. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

10.2 COIC will obtain and maintain insurance policies that provide for adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which COIC is normally exposed. COIC will have workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law.

12. Successors & Assigns.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. After this Agreement is executed, COIC shall not enter into any new subagreements for any work scheduled under this Agreement or assign or transfer any of its interest in this agreement without the prior written consent of the City.

13. No Partnership.

COIC will act as an independent contractor for this project. This agreement is not intended to create a partnership or joint venture.

14. Compliance with Applicable Laws.

12.1 COIC agrees to comply with all federal, state, and local laws, ordinances, and regulations applicable to this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. COIC hereby consents to the personal jurisdiction of all courts within the State of Oregon.

12.2 COIC shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

15. Tax Compliance.

By signature on this agreement, COIC hereby certifies that it is not, to the best of its knowledge, in violation of any Oregon Tax Laws. For the purpose of this certification, "Oregon Tax Laws" are ORS Chapter 118, 119, 314, 316, 317, 318, 320, 321, and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowner's and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Owner of Revenue under ORS 305.620.

16. Severability.

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

17. Force Majeure.

No party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligation under the agreement.

18. Waiver.

The failure of the City to enforce any provision of this agreement shall not constitute a waiver by City of that or any other provision.

19. Ownership.

City will have full access to, and rights to use, all documents prepared under this agreement.

20. Other Provisions.

COIC shall protect and indemnify City against any payroll taxes or contributions imposed with respect to any employees of COIC by any applicable law dealing with pensions, unemployment compensation, accident compensation, health insurance, and related subjects. COIC shall at COIC's own cost and expense insure each person employed by COIC the compensation provided for by law with respect to worker's compensation and employer's liability insurance.

21. Signatures

This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

22. Attachments

The following attachments are part of and applicable to this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – Payment for Work
- Exhibit C – OCDBG Federal Clauses
- Exhibit D – OCDBG Grant Contract (C17006)
- Exhibit E – COIC Proposal

THIS AGREEMENT, WHICH INCLUDES ALL ATTACHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE TERMS OF THIS AGREEMENT SHALL NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT. SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN, AND SHALL BE VALID AND BINDING ONLY IF IT IS SIGNED BY ALL PARTIES TO THIS AGREEMENT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS AGREEMENT EXCEPT AS SPECIFIED OR REFERENCED HEREIN. COIC AND CITY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL

By _____ Date _____
Tammy Baney, Executive Director

CITY OF PRINEVILLE

By  _____ Date May 28, 2019
Steve Forrester, City Manager

EXHIBIT A SCOPE OF WORK

Background: The City of Prineville has received an Oregon Community Development Block Grant (CDBG) from the state of Oregon to fund the rehabilitation of the Prineville Senior Center facility, which is located at 180 NE Belknap Street, Prineville.

The Prineville Senior Center facility was constructed in 1964 as a bowling alley. It was remodeled into a senior center in 1979, with a second major remodel taking place in 2004 to expand the kitchen and dining room, among other improvements. The 13,125 square foot single story metal framed building is currently in need of repairs and upgrades to ensure that seniors have a safe, accessible and adequate senior center facility and that senior meal programs can be delivered safely and efficiently.

The City of Prineville will be rehabilitating the existing senior center facility through constructing a new roof, replacing the HVAC system, replacing leaking windows, constructing ADA compliant safe covered entries, replacing interior flooring, installation of new kitchen appliances, and reconstruction of the parking lot. The overall rehabilitation project cost is approximately \$970,000.

Construction is anticipated to begin on or around June 15, 2019, with a construction period of approximately five months. It is expected that contractor trades performing work on this project will include: general contractor, electrician, plumber, carpenters, HVAC, excavation, paving, roofer, painter, flooring installer, concrete work (ramps and sidewalks), metal fabricators/installers, asbestos abatement contractor and appliance installer and refrigeration for cooler/freezer.

Labor Standards Monitoring Requirements and Scope: COIC will manage the City's labor standards monitoring and compliance functions on the senior center rehabilitation project. COIC will work under the direct supervision of NeighborImpact (CDBG grant administrator).

COIC responsibilities:

- Participate in a project set-up meeting with CDBG grant administrator to clarify roles, responsibilities, processes and outcomes.
- Participate in pre-construction meeting with project owner, architect, prime contractor and subcontractors (grant administrator will lead the labor standards portion of the pre-construction meeting).
- General point of contact for contractor and subcontractor questions regarding Davis Bacon and/or Oregon Prevailing Wage Rate requirements, compliance and monitoring.
- Ensure required postings (wage decisions, Davis Bacon posters, etc.) on the project site.
- Participate in regular project meetings with the prime contractor and grant team (presuming twice monthly meetings).

- Conduct regular (weekly) on-site monitoring and worker interviews during the construction period. The CDBG program requires that interview forms be completed for a representative sample of all work classifications on the job and must be sufficient to establish the degree of compliance and to indicate the nature and extent of violations, if any. The minimum monthly requirement of worker interviews is at least one worker interview from every contractor represented on the job.
- Review of all weekly certified payroll reports (CPRs) to determine accuracy and completeness. Specific areas of CPR compliance monitoring shall include:
 - Worker classification
 - Wage rate by trade
 - Fringe benefit payment
 - Zone pay, if applicable
 - Overtime pay
 - Underpayment calculations
 - Collection of “no work” forms as needed
- Identify required remedies for worker underpayments and/or other compliance issues; communicate required remedies to contractors and document corrections/restitution.
- Produce monthly written status reports to grant administrator that include outcomes of CPR monitoring, dates and outcomes of onsite worker interviews, and any pending issues or corrections.
- Obtain and maintain project records to document CDBG compliance. Documents include:
 - Record of interviews (forms)
 - Contractor-Subcontractor agreement forms for all subcontractors
 - Documentation of bona fide fringe benefit plans, as applicable
 - Documentation of underpayment correction, including revised CPRs
 - Related correspondences and other documentation

EXHIBIT B
PAYMENT FOR WORK

B.1 Basis for Compensation

City agrees to compensate COIC up to a total not to exceed \$16,000 for work performed under this agreement. COIC shall invoice based on hourly rates for work performed as specified within COIC's RFQ memo dated March 28 (attached as Exhibit E):

Scott Aycock, CED Manager - \$102/hr
Susan Crowsigt, Fiscal Administrator - \$65/hr
Dana Greenwald, Program Assistant - \$63/hr

COIC shall invoice for mileage traveled to and from the construction site at the federal mileage rate of \$.58 per mile, which equates to \$41.76 for each round trip.

B.2 Payment for Services.

COIC may submit invoices on a monthly basis for work performed and payment will be made within 30 days of acceptance of work. Each invoice will be accompanied by a brief progress report reviewing progress on project tasks and expenses to date.

COIC's work shall be completed on or before December 31, 2019, unless an agreement extension modification is approved by City and COIC.

B.3 Changes in the Scope of Project.

City and COIC agree in accordance with the terms and conditions of this agreement that if the scope of the project is changed materially, COIC shall request in writing, before services are provided, an appropriate change in the amount of compensation.

B.4 Suspension or Abandonment of Project.

If the Project is suspended or abandoned in whole or in part for more than 45 days, COIC shall be compensated for all services performed prior to receipt of written notice from City of such suspension or abandonment. If the Project is resumed after being suspended for more than 45 days, COIC's compensation shall be reviewed with City and an adjustment made for the cost of restarting the project before work continues.

Required Federal Contract Clauses

Use for Non-Construction Contracts Where the Grant Award Exceeds \$100,000

1. Source of Funds

"Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program."

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit the attached "Minority, Women and Emerging Small Business Activity Report".

4. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$100,000 the funded activity leads to construction i.e. engineering, program management etc.)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.
- F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor) _____
Title / Firm _____
Date _____

Activity Report

Minority Women and Emerging Small Business

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts / subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD 60002 to report employment and training opportunities data. Form HUD 2516 is to be completed for public and Indian housing and most community development programs. Form HUD 60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor / subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Activity Report
Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract / subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract / Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number was provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes (see table below) which best indicates the contractor's / subcontractor's service. If subcontractor ID number was provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education / training activities.

7d. Business Racial / Ethnic Code: Enter the numeric code (see table below) which indicates the racial / ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial / ethnic category, enter the code that seems most appropriate. If the subcontractor ID number was provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract / subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor / Subcontractor Name and Address: Enter this information for each firm receiving contract / subcontract activity only one time on each report for each firm.

**STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT CONTRACT**

“Prineville Senior Center Rehabilitation”

This Contract, number C17006, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Prineville, Oregon (“Recipient”).

The parties agree as follows:

SECTION 1 - CONTRACT

This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:

- A. this Contract without any Exhibits;
- B. Special Conditions of Award, attached as Exhibit A;
- C. Recipient’s Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
- D. A description of the project approved by OBDD (the “Project”), attached as Exhibit D;
- E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit E, which supersedes any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient’s application dated 29 December 2017 (“Application”); and
- F. Information Required by 2 CFR § 200.331(a)(1), attached as Exhibit F.

SECTION 2 - GRANT

In reliance upon Recipient’s Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, OBDD agrees to provide Recipient funds in the amount of \$962,271, the use of which is expressly limited to the Project and the activities described in Exhibit D. The use of these funds is also limited to the approved Project budget in Exhibit E and subject to the Special Conditions of Award in Exhibit A.

Subject to the terms and conditions of this Contract, including but not limited to the authorization described in Section 3 below, OBDD shall disburse the grant funds to Recipient on an expense reimbursement basis after OBDD’s receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by OBDD.

SECTION 3 - FURTHER AUTHORIZATION

In addition to the requirement in Section 2 for Recipient to obtain OBDD’s approval for its disbursement request which shall be on the form provided by OBDD, the obligation or expenditure of funds by Recipient for the approved activities described in this Contract is prohibited without the further express written authorization of OBDD, except that such funds may be obligated or expended by Recipient for activities that are exempt as specified in 24 C.F.R. §58.34 (2003), provided that each exempt activity or project meets the conditions specified for such exemption under the cited section.

SECTION 4 - PROJECT COMPLETION DATE; EFFECTIVE DATE

- A. The approved grant activities **must be completed within 36 months** from the Effective Date (“Project Completion Date”). This Contract shall become effective on the date (“Effective Date”) this Contract is fully executed and approved as required by applicable law.
- B. By the Project Completion Date, all Project activities must be completed (except for the submission of the Project completion report on a form provided by OBDD), and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt from federal audit requirements, the audit for the final fiscal year of the Project shall be submitted to the Oregon Business Development Department as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Date.

SECTION 5 - RECIPIENT'S COVENANTS - COMPLIANCE WITH LAWS

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

- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
 - (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996)
 - (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
 - (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
 - (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
 - (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
 - (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.1-35.98 (1997).
 - (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).
 - (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
 - (17) ORS §§294.305-294.565 and other applicable state laws for county and municipal administration.
 - (18) Special program and grant administration requirements imposed by OBDD related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and OBDD's 2017 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
 - (19) Economic benefit data requested by OBDD from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Date. Upon such request by OBDD, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.
- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C, as applicable), Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable. The State of Oregon model rules for public bidding and public contract exemptions shall govern procurements under this Contract if Recipient or its public contract review board does not adopt those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

All employers, including Recipient, that employ subject workers in the State of Oregon must comply with ORS §656.017 and provide the required Worker' Compensation coverage, unless such employers are exempt under ORS §656.126. Recipient shall insure that each of its contractors and subgrantees complies with these requirements.

- C. Federal audit requirements. The grant is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number and title is "14.228 Community Development Block Grant." Recipient is a subrecipient.

(1) If Recipient receives federal funds in excess of \$750,000 in the Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 C.F.R. part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(2) Audit costs for audits not required in accordance with 2 C.F.R. part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

SECTION 6- OTHER COVENANTS OF RECIPIENT

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

- (1) Activities primarily benefitting low- and moderate-income persons;
(24 C.F.R. 570.483(b))
- (2) Activities which aid in the prevention or elimination of slums and blight;
(24 C.F.R. 570.483(c))
- (3) Activities designed to meet community development needs having a particular urgency;
(24 C.F.R. 570.483(d))

- B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.

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

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

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

- D. Recipient shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.

- E. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Recipient acknowledges and agrees that OBDD and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with state and local requirements concerning the privacy of personal records.

- F. The grant made pursuant hereto shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.

- G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
- (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).

- H. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) (“NEPA”), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipients will perform reviews in accordance with 24 C.F.R. §58 (2003) and the other federal authorities listed at 24 C.F.R. §§58.5 (2003).
- I. All non-exempt Project activities must be reviewed for compliance with 36 C.F.R. §§800.1-800.15 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
- J. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- K. Recipient shall execute, and shall cause its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient, the certification set forth in Exhibit C hereof.
- L. No lead-based paint will be used in residential units.
- M. Recipient shall provide to OBDD documentation of Recipient’s efforts and results in meeting the performance measures contained in OBDD’s 2017 Program Guidelines (Method of Distribution). Recipient’s accomplishment of such performance measures or its failure to do so will be considered by OBDD when awarding future grants.

SECTION 7 - DETERMINATION

OBDD has made the determination that Recipient is a subrecipient, in accordance with 2 CFR §330. Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

SECTION 8 - TERMINATION

- A. OBDD reserves the right to terminate this Contract immediately upon notice to Recipient:
 - (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
 - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or
 - (3) if OBDD, the Oregon Business Development Department or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
 - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Contract or payments to be made hereunder are prohibited.

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

SECTION 9 - MISCELLANEOUS

- A. OBDD's obligations are subject to receiving, **within 60 days of receipt**, this Contract, duly executed by an authorized officer of Recipient, and such certificates, documents, opinions and information that OBDD may reasonably require.
- B. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- C. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, certified or registered mail, postage prepaid, to OBDD or Recipient at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 9.C. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against OBDD, such facsimile transmission must be confirmed by telephone notice to the Oregon Business Development Department at 503-986-0123. Any notice by personal delivery shall be deemed to be given when actually delivered.
- D. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OBDD to enforce any provision of this Contract shall not constitute a waiver by OBDD of that or any other provision.

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



STATE OF OREGON
acting by and through the
Oregon Business Development Department

775 Summer Street NE Suite 200
Salem OR 97301-1280
Phone 503-986-0104



CITY OF PRINEVILLE

387 NE 3rd Street
Prineville OR 97754-1918
Phone 541-447-5627

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Betty Roppe
Mayor of Prineville

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s David Elott as per email dated 20 March 2018
David Elott, Assistant Attorney General

- Exhibit A: Special Conditions of Award
- Exhibit B: Certification of Compliance
- Exhibit C: Certification Regarding Lobbying
- Exhibit D: Project Description
- Exhibit E: Project Budget
- Exhibit F: Information Required by 2 CFR § 200.331(a)(1)

EXHIBIT A - SPECIAL CONDITIONS OF AWARD: COMMUNITY FACILITY GRANT

Special conditions for a CDBG grant are set forth below, applicable as determined by the nature of the Project.

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

8. If Recipient has received more than one CDBG grant per program year or has more than one open grant, Recipient must undertake at least one activity, in addition to adopting and publishing a Fair Housing resolution, to promote fair housing opportunities in its community.

9. a. Change of Use Requirements.

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

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

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

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

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

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

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

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

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

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

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

Recipient hereby represents, warrants and certifies that:

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

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

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

5. provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to OBDD or as to grants already made substantial changes from Recipient's application to OBDD to activities; and
8. provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient represents, warrants and certifies that:

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

Recipient further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing; and
2. no lead-based paint will be used in residential units.

Recipient further represents, warrants and certifies that:

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

City of Prineville

Signed _____

Title _____

Date _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING (CDBG Awards exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Prineville

Signed _____
Title _____
Date _____

EXHIBIT D - PROJECT DESCRIPTION

The Recipient shall complete design and construction of a rehabilitation on the existing Prineville Senior Center. Rehabilitation activities include but are not limited to construction of a new roof, replacement of interior flooring, installation of new kitchen appliances and a reconstruction of the parking lot.

EXHIBIT E - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Engineering	72,541	\$0
Architectural	87,050	0
Construction	649,734	9,732
Construction Contingency	65,946	0
Labor Standards Compliance	20,000	0
Grant Administration 17430	35,000	0
Legal	12,000	0
Environmental Review	20,000	0
Total	\$962,271	\$9,732

EXHIBIT F - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in DUNS): PRINEVILLE, CITY OF
- (ii) Subrecipient's DUNS number: 08-661-3296
- (iii) Federal Award Identification Number (FAIN): B-17-DC-41-0001
- (iv) Federal Award Date: 5 Oct 2017
- (v) Sub-award Period of Performance Start and End Date: 36 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$962,271
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$962,271
- (viii) Total Amount of Federal Award to the pass-through entity: \$11,978,330
- (ix) Federal award project description: The FFY 2017 State Community Development Block Grant Program funds will be awarded through a competitive application process to rural communities in Oregon for the following project types: Public Works Projects, Community Facilities, Owner-occupied Housing Rehabilitation and Microenterprise Assistance. CDBG projects will meet the national objective of benefitting low- and moderate-income persons or an urgent need.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of Housing and Urban Development
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Ed Tabor, Programs & Incentives Manager, 503-949-3523
- (xi) CFDA Number and Name: 14.228 Community Development Block Grant
Amount: \$962,271
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

*For the purposes of this Exhibit F, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

Memo

COIC

Date: March 28, 2019

To: Andrew Spreadborough, NeighborImpact and Lori Ontko, City of Prineville
 From: Scott Aycock, COIC

RE: Labor Standards Monitoring Services for Prineville Senior Center CDBG Project

This memo outlines COIC's qualifications, costs, key staff, and availability to complete the duties as defined in the February 13 RFQ "City of Prineville – Senior Center Rehabilitation Labor Standards Monitoring Project Overview". The RFQ is attached to this memo for reference.

COIC Qualifications and Team

COIC has been providing labor standards monitoring (LSM) services for diverse Central Oregon public sector clients for the last twenty years – often as part of CDBG programs. Our primary client currently is the City of Bend, and we are currently providing LSM for eight open state and federal capital projects.

COIC has the systems and processes in place to ensure timely communication and reporting among the project manager(s), the prime contractor and subcontractors, and the COIC team. We are adept at identifying compliance issues early and working with the contractors and project managers to address them. We also have good relationships with BOLI staff if unanticipated issues arise clarification is required.

COIC will assign this project to the following team members, who have approximately five years' experience with providing LSM services:

- Scott Aycock, CED Manager (4 years' experience): Scott will provide overall oversight and troubleshooting and will serve as COIC's primary contact (\$102/hour; no more than 5% of the time allotted to this project).
- Susan Cromsigt, Fiscal Administrator (1 year experience): Susan is experienced in state and federal LSM services, and will provide real-time oversight for Dana Greenwald's work, will perform some direct CPR review, and will conduct some of the site visits. Susan will also review Dana's work and reports before they are submitted (\$65/hr; no more than 15% of time on this project).
- Dana Greenwald, Program Assistant II (2 months' experience): Dana is currently in training to be COIC's primary staff for LSM services at COIC. Dana has mastered state LSM reviews and is currently in on-the-job training for federal LSM. Dana will be participating in the Prevailing Wage Rate Seminar in Portland on April 30, 2019 to complement her on-the-job training. Dana has also reviewed HUD's Davis-Bacon and HOME program handbooks. Dana will provide most CPR reviews, will prepare draft reports, and will conduct site visits. (\$63/hour; up to 80% of the time for this project).

All of the hourly rates listed above are “fully loaded rates” – COIC will not bill any additional materials or expenses above these rates, with the exception of travel mileage. Due to the significant number of site visits required for this project, COIC will bill round-trip travel expenses between Bend and Prineville at the federal rate of \$0.58/mile, which equates to \$41.76 for each round trip.

COIC Capacity

COIC has reserved time for each of these team members to fulfill their obligations for this project from June 15 through December 31, 2019. This was confirmed at a staff meeting March 25, 2019.

Please let me know if you have any questions. Thank you for your consideration.

Sincerely,

Scott Aycock
COIC, CED Manager
541-548-9523
scotta@coic.org

**RESOLUTION NO. 1428
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A PERSONAL SERVICES AGREEMENT WITH GREG
CONGLETON TO PROVIDE ARTWORK FOR THE CITY OF PRINEVILLE TOM
McCALL ROUNDABOUT**

Whereas, the City of Prineville (“City”) desires the installation of a sculpture at the Tom McCall Roundabout (“sculpture”).

Whereas, City appointed an Art Committee (“Committee”) to determine a design for the sculpture.

Whereas, City issued Request for Proposal (RFP) in 2019 for the sculpture; however, declined to utilize any submission.

Whereas, Artist Greg Congleton produced four representations of artwork for the Committee to consider. After a Facebook study, the community overwhelmingly wished for the “Bucking Bronc Rider” to be the artwork for the Roundabout.

Whereas, the City desires artist services for the construction of the sculpture.

Whereas, City Council serves as the Local Contract Board for the City and pursuant to City Resolution 1266 Section 8(C), may award personal services contracts according to specific criteria that are applicable to the services provided; and

Whereas, artists services are considered personal services pursuant to City Resolution 1266; and

Whereas, City Counsel finds that Greg Congleton meets the following applicable criteria as set out in City Resolution 1266, Section 8(C): (1) expertise of the contractor in the required area of specialty; (2) capacity and capability to perform the work, including any specialized services within the time limitations for the work; (3) educational and professional records; (4) availability to perform the assignment and familiarity with the area in which the specific work is located; (5) timeliness of delivery of service; (6) experience in working with the City; and (7) and knowledge of City’s needs and desires related to the contract.

Now, Therefore, the City of Prineville Resolves as follows:

1. That the City Council, serving in its role as the Local Contract Review Board for the City, hereby approves the City entering into a personal services contract with Greg Congleton for the sculpture of a Bucking Bronc Rider at the Tom McCall Roundabout and authorizes the City Manager to execute, on behalf of the City, such contract and any other related documents.

Approved by the City Council this ____ day of March, 2020.

Stephen P. Uffelman, Mayor

ATTEST:

Lisa Morgan, City Recorder



STAFF REPORT

MEETING DATE:	3/10/2020	PREPARED BY:	Eric Klann
SECTION:	Council Business	DEPARTMENT:	Public Works
CITY GOAL:	Provide Quality Municipal Services and Programs		
SUBJECT:	Tom McCall Roundabout Art selection		

REASON FOR CONSIDERATION:

Installation of a community selected art piece that meets ODOT's criteria.

BACKGROUND:

In 2018 staff and community members formed an Art Committee to help choose a display for its uniqueness. A survey revealed ranching history should be showcased displaying the character of the community. With the assistance of ODOT we went out for proposals in 2019, we had 21 interpretations submitted for consideration, after reviewing all proposals and speaking with fundraisers it was decided not to utilize any of the submissions.

Artist Greg Congleton who submitted originally was asked to help create what the community originally requested, working with Greg helped produce four representations, a Facebook survey showed a bucking bronc rider as the clear winner, City Council and County Commissioners agreed.

Staff would like to request a Direct Award to Greg Congleton in the amount of \$118,000.00 for the sculpture. It will be made of recycled steel materials. Lighting, landscaping, signage and surveying sight berm for ODOT are not included in the price.

FISCAL IMPACT:

Transportation SDS's have been allocated for this project, fundraising efforts will reimburse the fund.

RECOMMENDATION:

Staff recommends a Direct Award for a Personal Services Contract be awarded to Greg Congleton in the amount of \$118,000.00.