Contract Review Sheet

Intergovernmental Agreement **CS-5086-22 - Am3**

Title: **CDBG & HOME Rehab Program**

Contractor's Name: **Mid-Willamette Valley Council of Governments**

Department: **Community and Economic Development Departi** Contact: **Krista Ulm**

Analyst: **Kathleen George** Phone #: **(503) 373-4447**

Term - Date From: **June 15, 2023** Expires: **August 1, 2028**

Original Contract Amount: **$ 476,702.00** Previous Amendments Amount: **$ 1,696,122.00**

Current Amendment: **$ 245,142.00** New Contract Total: **$ 2,417,967.00** Amd% **407%**

Outgoing Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **20-0260 Request for Proposal** RFP# **BO1093-22**

Description of Services or Grant Award

Marion County is an entitlement community under the Federal Community Development Block Grant HOME program and is establishing a Residential Rehabilitation Program. Funding will be directed to low-to-moderate income residents. Funding may be allocated to this program periodically throughout the Consolidated Plan period.

Amendment 1 added a new activity that would fund a contractor payment account at the MWVCOG to ensure contractors performing the work would be paid in a timely manner. In addition, pricing for services have been adjusted as well.

Amendment 2 added pricing for services, extend term and added additional funding.

Amendment 3 will add additional funding and extend the expiration date.

Desired BOC Session Date: **10/28/2026** Contract should be in DocuSign by: **10/7/2026**

Agenda Planning Date **10/15/2026** Printed packets due in Finance: **10/13/2026**

Management Update **10/13/2026** BOC upload / Board Session email: **10/14/2026**

BOC Session Presenter(s) **Steve Dickey** Code: **Y**

REQUIRED APPROVALS

	10/12/2026	Krista Ulm	10/09/2026
Finance - Contracts	Date	Contract Specialist	Date
	10/12/2026	Jan Fritz Jan Fritz (Oct 12, 2026 15:17:01 PDT)	10/12/2026
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 28, 2026

Department: Community and Economic Development

Title: 26-27 Intergovernmental Agreement Amendment - Mid-Willamette Valley Council of Governments

Management Update/Work Session Date: 9/29/2026 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Brian Smith **Phone:** 503-588-5234

Requested Action:
Approval of Amendment CS-5086-22 Am3 with the Mid-Willamette Valley Council of Governments (MWVCOG) to add $245,143 of Community Development Block Grant (CDBG) funds to the Homeowner Residential Rehabilitation program. These funds were approved as part of the 2026-2027 CDBG / HOME Annual Action Plan that was approved through a Public Hearing on May, 13, 2026.

Issue, Description & Background:
The Mid-Willamette Valley Council of Governments (MWVCOG) has been operating the Homeowner Residential Rehabilitation (Rehab) Program under contract on behalf of the Marion County CDBG / HOME program since June 15, 2023 through an Intergovernmental Agreement (IGA).

As funds have been approved each year to support the Rehab program the IGA has been amended to add the funds approved in the CDBG / HOME Annual Action Plan. In the 2026-2027 CDBG / HOME Annual Action Plan $245,143 of CDBG funding was allocated to the Rehab program. These funds now need to be amended into the current IGA with the MWVCOG to enable the approved funding to continue to support the Rehab program.

Financial Impacts:
No significant impact to Marion County as the funds for this grant are provided through CDBG grant to Marion County from the U.S. Department of Housing and Urban Development (HUD) in the amount of $1,476,538. Sub-awards to the MWVCOG $145,143.

Impacts to Department & External Agencies:
These funds will continue to support the Homeowner Residential Rehabilitation program operated under contract / IGA with the MWVCOG.

List of attachments: CS-5086-22 Am3, CS-5086-22 and Amendments 1 and 2

Presenter: Steve Dickey

Department Head Signature: Kelli Weese

Digitally signed by Kelli Weese
Date: 2026.10.02 15:00:47 -07'00'

AMENDMENT 3 to CS-5086-22 the
INTERGOVERNMENTAL AGREEMENT
between
MARION COUNTY and MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the "Agreement," between Marion County "County", a political subdivision of the State of Oregon, and Mid-Willamette Valley Council of Governments, "Agency" dated June 15, 2023.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

4. TERM AND TERMINATION

4.1 This Agreement shall be effective on the date it has been signed by all parties and all required County approvals have been obtained. This Agreement expires on **August 1, 2028** ~~**May 30, 2027**~~ unless sooner terminated or extended as provided herein.

6. FUNDING AND BILLING

6.1 The total amount paid under this Agreement shall not exceed $2,417,967.00. ~~$2,172,824.00~~.

Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Kelli Weese Kelli Weese (Oct 12, 2026 11:18:22 PDT) 10/12/2026
Department Director or designee Date

Authorized Signature: Jan Fritz Jan Fritz (Oct 12, 2026 15:17:01 PDT) 10/12/2026
Chief Administrative Officer Date

Reviewed by Signature: 10/12/2026
Marion County Legal Counsel Date

Reviewed by Signature: 10/12/2026
Marion County Contracts & Procurement Date

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

Authorized Signature: _____ Date: _____

Title: _____

Docusign Envelope ID: 736BBC67-0933-4042-9BA5-900A547FFF6B

Contract Review Sheet

Intergovernmental Agreement **CS-5086-22 - Am2**

Title: **CDBG - Home Rehab Program**

Contractor's Name: **Mid-Willamette Valley Council of Governments**

Department: **Community Services Department** Contact: **Ashley Jackson**

Analyst: **Kathleen George** Phone #: **(503) 584-7722**

Term - Date From: **June 15, 2023** Expires: **May 30, 2027**

Original Contract Amount: **$ 476,702.00** Previous Amendments Amount: **$ 1,412,445.00**

Current Amendment: **$ 283,677.00** New Contract Total: **$ 2,172,824.00** Amd% **356%**

Outgoing Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **20-0260 Request for Proposal** RFP# **BO1093-22**

Description of Services or Grant Award

Marion County is an entitlement community under the Federal CDBG program and established a Residential Rehabilitation Program. The funding is directed to low-to-moderate income residents.

Amendment 1 increases funding for the management of the program and add new activity that will fund a contractor payment account at MWVCOG.

Amendment 2 increases funding for the management of the program and add new activity that will fund notarization and travel expenses.

Desired BOC Session Date:	**10/1/2025**	Contract should be in DocuSign by:	**9/10/2025**
Agenda Planning Date	**9/18/2025**	Printed packets due in Finance:	**9/16/2025**
Management Update	**9/16/2025**	BOC upload / Board Session email:	**9/17/2025**

BOC Session Presenter(s) **Steve Dickey** Code: **Y**

REQUIRED APPROVALS

DocuSigned by: A3538E7AEC794F4... 8/28/2025
Finance - Contracts — Date

Signed by: Ashley Jackson E74FAB00G8844A0... 9/8/2025
Contract Specialist — Date

Signed by: Scott Norris 69C08A6F708240B... 9/3/2025
Legal Counsel — Date

DocuSigned by: Jan Fritz DC16351248DE4EC... 9/3/2025
Chief Administrative Officer — Date

Docusign Envelope ID: 736BBC67-0933-4042-9BA5-900A547FFF6B

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/1/2025

Department: Community Services

Title: Homeowner Residential Rehabilitation Program Amendment 2

Management Update/Work Session Date: 9/16/2025 **Audio/Visual aids** ☐

Time Required: 10 minutes **Contact:** Steve Dickey **Phone:** 503-373-4334

Requested Action:
Approve Amendment 2 with Mid-Willamette Valley Council of Governments (MWVCOG) to add additional funds to the Homeowner Residential Rehabilitation Program and allow reimbursement for notarization and travel expenses.

Issue, Description & Background:
Community Services is proposing an amendment to contract CS-5086-22 with the Mid-Willamette Valley Council of Governments (MWVCOG) for the management of the Homeowner Residential Rehabilitation Program funded with Community Development Block Grant funds.

Financial Impacts:
No significant impact to Marion County as the funds for this grant are provided through CDBG grant to Marion County from the U.S. Department of Housing and Urban Development (HUD). Total Contract value of $2,172,824.00.

Impacts to Department & External Agencies:
The approval of this amendment will provide funding to help support the Homeowner Residential Rehabilitation Program and allow reimbursement for notarization and travel expenses.

List of attachments: Intergovernmental Agreement, Amendment 1, Amendment 2

Presenter: Steve Dickey

Department Head Signature: Kelli Weese

Docusign Envelope ID: 736BBC67-0933-4042-9BA5-900A547FFF6B

Marion County
OREGON

AMENDMENT 2 to CS-5086-22 the
INTERGOVERNMENTAL AGREEMENT
between
MARION COUNTY and MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the "Agreement," between Marion County "County", a political subdivision of the State of Oregon, and Mid-Willamette Valley Council of Governments, "Agency" dated June 15, 2023.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

6. FUNDING AND BILLING

6.1 The total amount paid under this Agreement shall not exceed ~~$1,889,147.00~~ $2,172,824.00. Payments under this Agreement shall be made according to the following terms:

j. Agency may submit staff mileage expenses at the current Federal rate for reimbursement.

k. Agency may submit reimbursement for the cost of additional employee staff time to notarize trust deed and promissory note documents, including travel time. Agency may also submit for mobile notary fees if client is unable to come into MWVCOG office for notarization.

Docusign Envelope ID: 736BBC67-0933-4042-9BA5-900A547FFF6B

CDBG - HOME REHAB PROGRAM - CS-5086-22
between
MARION COUNTY and MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date: 10/01/2025
Commissioner	Date: 10/1/2025
Commissioner	Date: 10.1.2025
Authorized Signature: DocuSigned by: A0574B4B9ECB492... Department Director or designee	Date: 9/3/2025
Authorized Signature: DocuSigned by: DG16351248DE4EC... Chief Administrative Officer	Date: 9/3/2025
Reviewed by Signature: Signed by: 69C98A6F708240B... Marion County Legal Counsel	Date: 9/3/2025
Reviewed by Signature: DocuSigned by: A3538E7AEC704F4... Marion County Contracts & Procurement	Date: 8/28/2025

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS SIGNATURE

Authorized Signature: Signed by: DE31C9B2F61342F... Date: 10/22/2025

Title: Acting Executive Director

DocuSign Envelope ID: B2DF0BBE-6FA3-44A7-86C6-3A659FC0E573

DocuSign Envelope ID: EE40373D-972A-41F0-B200-CA4004ECE94A

Marion County OREGON
FINANCE DEPARTMENT

Contract Review Sheet

CS-5086-22 (1)

Intergovernmental Agreement #: **CS-5086-22** Amendment #: **1**

Contact: **Ashley Gresley** Department: **Community Services Department**

Phone #: **(503) 584-7722** Date Sent: **Thursday, February 22, 2024**

Title: **CDBG - Home Rehab Program**

Contractor's Name: **Mid-Willamette Valley Council of Governments**

Term - Date From: **June 15, 2023** Expires: **May 30, 2027**

Original Contract Amount: **$ 476,702.00** Previous Amendments Amount: **$ 1,412,445.00**

Current Amendment: **$ -** New Contract Total: **$ 1,889,147.00** Amd% **296%**

☐ Incoming Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☑ Amendment greater than 25%

Source Selection Method: **20-0260 Request for Proposal** RFP# **BO1093-22**

Description of Services or Grant Award

Marion County is an entitlement community under the Federal CDBG program and established a Residential Rehabilitation Program. The funding is directed to low-to-moderate income residents. Amendment 1 increases funding for the management of the program and add new activity that will fund a contractor payment account at MWVCOG.

Desired BOC Session Date: **3/20/2024** Files submitted in CMS for Approval: **2/28/2024**

Agenda Planning Date **3/7/2024** Printed packets due in Finance: **3/5/2024**

Management Update **3/12/2024** BOC upload / Board Session email: **3/6/2024**

BOC Session Presenter(s) **Steve Dickey**

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: **Y**

REQUIRED APPROVALS

DocuSigned by: Jeff D White D1ECCAACCDB14CB... 2/29/2024
Finance - Contracts — Date

DocuSigned by: Ashley Gresley E74FAB89C8814A9... 2/29/2024
Contract Specialist — Date

DocuSigned by: Scott Norris 69C88A6F7062408... 3/4/2024
Legal Counsel — Date

DocuSigned by: Jan Fritz 1E6041345B5E458... 3/4/2024
Chief Administrative Officer — Date

DocuSign Envelope ID: B2DF0BBE-6FA3-44A7-86C6-3A659FC0E573

DocuSign Envelope ID: EE40373D-972A-41F0-B200-CA4004ECE94A

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 3/20/2024

Department: Community Services

Title: Homeowner Residential Rehabilitation Program

Management Update/Work Session Date: 3/12/24 **Audio/Visual aids** ☐

Time Required: 10 minutes **Contact:** Steve Dickey **Phone:** 503-373-4334

Requested Action: Approval is needed to fund the MWVCOG contractor payment account because Marion County would need to carry this debt until the CDBG funds were requested and received by the County.

Issue, Description & Background: Community Services is proposing an amendment to contract CS-5086-22 with the Mid-Willamette Valley Council of Governments (MWVCOG) for the management of the Homeowner Residential Rehabilitation Program funded with Community Development Block Grant funds.

Financial Impacts: Total Contract value of $1,889,147.00 funded with Community Development Block Grant Funds.

Impacts to Department & External Agencies: None.

List of attachments: File Memo, Intergovernmental Agreement, and Amendment 1

Presenter: Steve Dickey

Department Head Signature: DocuSigned by: C54889DD24B041A...

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DocuSign Envelope ID: EE40373D-972A-41F0-B200-CA4004ECE94A

REQUEST FOR AUTHORIZATION OF CONTRACT
CS-5086-22

Date: 2/5/2024
To: Chief Administrative Officer
Cc: Contract File
From: Ashley Gresley

I. Subject: Amendment Exceeds 25%

DIPS CODE: 170-50-00-738-7311,7327,7332
Budget Authority: ☒ Yes ☐ No,

A. BACKGROUND

Marion County is an entitlement community under the Federal HOME program and established a Residential Rehabilitation Program. Funding is directed to low-to-moderate income residents through this program. Marion County Community Services released a request for proposals in 2022 and entered into an intergovernmental agreement with Mid-Willamette Valley Council of Governments for $476,701.00 to manage and fund the program.

B. CURRENT AMENDMENT PURPOSE

Community Services is proposing an amendment for the management of the Homeowner Residential Rehabilitation Program funded with Community Development Block Grant funds.

C. JUSTIFICATION

For formal procurements, indicate why the need for adding more than 25% of the total contract cost:

The amendment would add a new activity that would fund a contractor payment account at the MWVCOG to ensure contractors performing the work would be paid in a timely manner. The reasons this account is needed are:

- Many of the contractors providing services for anticipated clients are small businesses and cannot afford to wait a significant amount of time for payment,
- The MWVCOG does not have adequate cash flow to carry the contractor payments while waiting for Marion County to process a reimbursement, and
- Marion County can draw down CDBG funds within one business day following receipt and approval of all project documentation from the MWVCOG.

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DocuSign Envelope ID: EE40373D-972A-41F0-B200-CA4004ECE94A

The contractor payment account would remain funded to a maximum of $200,000, with a minimum amount of $50,000 (each project is limited to a maximum of $50,000), until the maximum amount CDBG funds for the program have been committed to projects.

If the agreement between Marion County and MWVCOG were terminated early, all funds in the contractor payment account not committed to an active project would be returned to Marion County.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year's adopted budget? ☒ Yes ☐ No

2. If yes, amount $1,889,148.00 Program / Account 170-50-00-738-7311,7327,7332

Submitted by:

DocuSigned by:
Ashley Gresley
E74FAB09C8814A8...
Ashley Gresley
Community Services Department

Reviewed by:

DocuSigned by:
A3538E7AEC704F4...
Contracts & Procurement

Acknowledged by:

DocuSigned by:
C54889DD24B041A...
Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
1E904034505E453...
Jan Fritz, CAO

DocuSign Envelope ID: B2DF0BBE-6FA3-44A7-86C6-3A659FC0E573

DocuSign Envelope ID: EE40373D-972A-41F0-B200-CA4004ECE94A

Marion County
OREGON

AMENDMENT 1 to CS-5086-22 the
INTERGOVERNMENTAL AGREEMENT
between
MARION COUNTY and MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the "Agreement," between Marion County "County", a political subdivision of the State of Oregon, and Mid-Willamette Valley Council of Governments, "Agency" dated June 15, 2023.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.2 REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

5.2.1 Under the Terms of this Agreement, Agency shall perform services outlined in the Proposal dated September 26, 2022, attached as Exhibit C and the following additional services:

c. Rehabilitation Services

ii. Provide the following services on behalf of the county for property owners during the construction phase, post construction, and warranty phase:

a) Conduct a pre-construction conference for each project with the awarded contractor(s) and the property owner. Provide the sign-in sheet and written minutes of the pre-construction conference to the County upon completion.

b) Prepare, review, and approve all change orders. ~~Agency shall obtain approval from the property owner(s), contractor, and the County for all change orders.~~

c) Prepare, review, and approve all requests for payment including obtaining approvals from the property owner and the contractor.

d) Complete interim "work in progress" inspections during active construction, if applicable.

e) Complete lead clearance testing on all applicable dwelling units if applicable.

f) Conduct final inspection with County and property owner. Agency shall obtain a signed "Certification of Final Inspection and Client Satisfaction sheet" from the property owner.

g) Pay contractor following completion of Certification of Final Inspection and Client Satisfaction sheet.

h) Submit invoice to the County no more than 14 business days following payment to the contractor. Invoice must include documentation of work performed, copies of contractor invoices, evidence of contractor payment, and Certification of Final Inspection and Client Satisfaction sheet.

6. FUNDING AND BILLING

6.1 The total amount paid under this Agreement shall not exceed ~~$476,702.00~~ $1,889,147.00. Payments under this Agreement shall be made according to the following terms:

a. $17,875 for Marketing in one lump-sum after the brochures are created and presentations to each of the 18 cities within the entitlement jurisdiction have been completed per 6.2.A.

b. 650.00~~$437.36~~ per applicant for the Application and submittal. ~~for a total of up to $87,472 for approximately 200 projects~~.

c. $3,375.00~~$1,525.41~~ per application for the Inspection/Bidding/Construction and Warranties. ~~applicant for Inspection/Bidding for approximately 200 projects for a total of up to $305,082.~~ This amount includes asbestos and lead inspections. ~~fees for 50 projects.~~

~~d.~~ $331.36 per applicant for Construction/Warranties. ~~for approximately 200 projects for a total of up to $66,272.~~

e. County shall fund a contractor payment account held by Agency with a maximum amount of $200,000 and a minimum amount of $50,000 so long as funding is available. No payment shall exceed $50,000 per project.

f. The County will not provide additional funds for the contractor payment account held by the Agency until all documentation has been received and approved by the County for completed projects.

g. Any deviations from the minimum and maximum balance of the contractor payment account, in so long as there are adequate funds to pay for project expenses, must be approved by the County.

h. In the event of an early termination of this agreement the Agency shall return all remaining funds in the contractor payment account after all project contracts active at the point of termination have been paid in full and the final inspection has been completed.

i. Agency shall pay contractors in a timely manner upon satisfactory completion of authorized work, following a satisfactory completion of a final inspection, receipt and approval of the invoice and accompanying documentation from the contractor.

~~Payments shall be made to the Agency on a per project basis for items.~~ In the event that an applicant does not qualify for the Program, the Agency will be paid the fee for collecting the Application documentation and submittal. No amounts will be paid for Inspection/Bidding or Construction/Warranties for a project where an applicant does not qualify for the Program as the inspection, bidding and construction/warranties phase will not occur. County shall approve invoices for Application, Inspection/Bidding, and Construction/Warranties after verifying that Agency has completed all data entry into Neighborly Software.

In order for the County to expedite invoice payments to Agency, A Homeowner Residential Rehabilitation Reimbursement Checklist is being attached as Exhibit D for Agency to ensure required documentation is submitted with the invoice.

Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date: 3-27-2024
Commissioner	Date: 3/27/2024
Commissioner	Date: 3/27/2024
Authorized Signature: DocuSigned by: C54069DD24B041A... Department Director or designee	Date: 2/29/2024
Authorized Signature: DocuSigned by: Jan Fritz 1E984034585E453... Chief Administrative Officer	Date: 3/4/2024
Reviewed by Signature: DocuSigned by: Scott Norris 60C08A6F708240B... Marion County Legal Counsel	Date: 3/4/2024
Reviewed by Signature: DocuSigned by: Jeff D White D1FCCAACCDB14CB... Marion County Contracts & Procurement	Date: 2/29/2024

DocuSign Envelope ID: B2DF0BBE-6FA3-44A7-86C6-3A659FC0E573

SIGNATURE PAGE FOR
CDBG - HOME REHAB PROGRAM - CS-5086-22
between
MARION COUNTY and MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

Authorized Signature: DocuSigned by: Scott Dadson 97C635EF8D504A7... Date: April 1, 2024

Title: April 1, 2024

DocuSign Envelope ID: B2DF0BBE-6FA3-44A7-86C6-3A659FC0E573

DocuSign Envelope ID: EE40373D-972A-41F0-B200-CA4004ECE94A

EXHIBIT D
Homeowner Residential Rehabilitation
REIMBURSEMENT CHECKLIST

Items required for submission for project reimbursement

Information that must be accounted for in documents below

☐ Client Name and Project Address

☐ Summary of work completed

☐ Identify if the final inspection was satisfactorily completed

☐ Identify if the Client Satisfaction form has been completed

☐ Identify if there are any outstanding issues

Documentation to include with the submission for project reimbursement

☐ Detailed invoice from Mid-Willamette Council of Governments

☐ Copies of contractor, subcontractor, and supplier invoices indicating paid in full

☐ Copies of the Final Inspection Form and the Client Satisfaction Form

☐ Copies of any inspections conducted by local authorities

☐ The signed and notarized Deed of Trust and Promissory Note Documents (these must be original signed and notarized documents)

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DocuSign Envelope ID: ABB0D11B-C892-49FC-A922-D0D517FEE4A6

Marion County OREGON
FINANCE DEPARTMENT

Contract Review Sheet

CS-5086-22

Contract for Services #: **CS-5086-22** Amendment #: ____

Contact: **Krista Ulm** Department: **Community Services Department**

Phone #: **(503) 373-4447** Date Sent: **Friday, May 19, 2023**

Title: **Marion County CDBG Rehabilitation Program**

Contractor's Name: **Mid-Willamette Valley Council of Governments**

Term - Date From: **Execution** Expires: **May 30, 2027**

Original Contract Amount: **$ 476,702.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 476,702.00** Amd% **0%**

☐ Incoming Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **20-0260 Request for Proposal** RFP# **1093**

Description of Services or Grant Award

Marion County is an entitlement community under the Federal CDBG program and is establishing a Residential Rehabilitation Program. Funding will be directed to low-to-moderate income residents. Funding may be allocated to this program periodically throughout the Consolidated Plan period.

Desired BOC Session Date: **6/14/2023** BOC Planning Date: **6/1/2023**

Files submitted in CMS: **5/24/2023** Printed packet & copies due in Finance: **5/30/2023**

BOC Session Presenter(s) **Chris Eppley and Steve Dickey**

FOR FINANCE USE

Date Finance Received: **5/19/2023** Date Legal Received: ____

Comments: **Y**

REQUIRED APPROVALS

DocuSigned by: Camber Schlag 5/24/2023
Finance - Contracts — Date

Grant Review

DocuSigned by: Krista Ulm
Contract Specialist

DocuSigned by: Jan Fritz 5/26/2023
Legal Counsel — Date

DocuSigned by: Jan Fritz 5/26/2023
Chief Administrative Officer — Date

DocuSign Envelope ID: BB47BEC2-E7F4-4AB7-99AC-E91F7EED007C

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 14, 2023

Department: Community Services

Agenda Planning Date: 4/27/23

Time required: 10

☐ Audio/Visual aids

Contact: Chris Eppley

Phone: 503-566-3963

Department Head Signature:

TITLE

IGA with Mid Willamette Valley Council of Governments (COG) to administer the Community Development Block Grant (CDBG) Rehab Program

Issue, Description & Background

The CDBG Entitlement Program provides formula based grants to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services. Entitlement communities develop their own programs and must give maximum priority to activities benefiting low- and moderate-income persons.

Marion County is an entitlement community under the Federal HOME Program and has established a Homeowner Rehab Program for low-to-moderate income residents of Marion County.

A Request for Proposal was issued and COG was selected to administer the program and will provide bilingual outreach/marketing, collect applicant documentation, provide home buyer counseling, and inspection services.

Financial Impacts:

Federal funding has been allocated for this program.

Impacts to Department & External Agencies

None

Options for Consideration:

1. Approve the IGA
2. Do not approve the IGA
3. Approve the IGA with edits

Recommendation:

Approve the IGA

List of attachments:

IGA and Exhibits

Presenter:

Chris Eppley, Steve Dickey

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Krista Ulm kulm@co.marion.or.us

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INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY
and
MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS
CD-5086-22

1. PARTIES TO AGREEMENT

This Agreement between Mid-Willamette Valley Council of Governments, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Agency will provide professional services for Marion County's Community Development Block Grant (CDBG) Rehab Program to County. These services are further described in Section 5.

3. If specified below, County's payment to Agency under this Agreement will be paid in whole or in part with federal funds. If so specified, by signing this Agreement, Agency certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Agency shall comply with Exhibit A: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards.

In accordance with 2 CFR 200.331, Agency has been designated:

☐ Subrecipient
☒ Contractor/Vendor
☐ Not applicable – (there are no federal funds tied to the contract)

Assistance Listing Number (ALN) #(s) of federal funds to be paid through this Grant: 14.218 – Community Development Block Grants/Entitlement Grants.

4. TERM AND TERMINATION

4.1 This Agreement shall be effective on the date it has been signed by all parties and all required County approvals have been obtained. This Agreement expires on **May 30, 2027** unless sooner terminated or extended as provided herein.

4.2 This Agreement may be extended through **August 1, 2028** by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

4.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4.4 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:

a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.

b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

c. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

d. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.

e. If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

4.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

Agency shall perform Services as described below.

5.1 GENERAL INFORMATION.

Marion County is an entitlement community under the Federal CDBG Program and is establishing a Residential Rehabilitation Program. The Marion County Community Services Department directs the Rehabilitation Program for low-to-moderate income residents (80% Area Median Income or lower) of Marion County excluding the City of Salem.

Funding may be allocated to this program periodically throughout the Consolidated Plan period. The Consolidated Plan can be found on the Marion County Board of Commissioners website under Community Development.

5.2 REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

5.2.1 Under the Terms of this Agreement, Agency shall perform the services outlined in the Proposal dated September 26, 2022 attached as Exhibit C and the following additional Services:

a. Marketing/Outreach.

i. Advertise the Rehabilitation Program within the County's Consolidated Plan area in conjunction with County staff.

ii. Create Rehabilitation Program brochures with assistance, and final approval from the County prior to distribution.

iii. Distribute brochures to the 18 cities within the entitlement jurisdiction.

b. Collection of Documentation.

i. Assist in the collection and submittal of income documentation from applicants according to the IRS Form 1040 Method (Exhibit B) via Neighborly Software.

ii. Collect demographic data as required under United States Department of Housing and Urban Development (HUD) regulations to be reported into Neighborly Software system for the Consolidated Annual Performance Evaluation report.

The County will determine eligibility of each applicant entered into the Neighborly Software system and perform all reporting requirements to HUD.

c. Rehabilitation Services

i. Provide the following inspection and bidding phase services for property owner(s):

a) Complete the initial housing rehabilitation inspection to determine deficiencies in dwellings according to Housing Quality Standards (HQS), Local Building Code, and Uniform Physical Condition Standards (UPCS) deficiencies.

b) Complete lead-based paint inspections and lead risk assessments for applicable projects according to HUD Guidelines.

c) Prepare cost estimates and work specifications in Neighborly Software.

d) Review work specifications with County and property owner, obtain approval from property owner for the work to be solicited.

e) Provide technical assistance to the property owners as bids are sought, the contractor is selected, and building permits are obtained, including preparation of bid documents and bidding of each project.

f) Conduct pre-bid site inspection with contractors and review project bid documents with potential contractors.

g) Provide any addendum to the scope of work based on the project walk-through.

h) Provide review of bids and recommend successful bidder(s) to County and property owner.

ii. Provide the following services on behalf of the county for property owners during the construction phase, post construction, and warranty phase:

a) Conduct a pre-construction conference for each project with the awarded contractor(s) and the property owner. Provide the sign-in sheet and written minutes of the pre-construction conference to the County upon completion.

b) Prepare, review and approve all change orders. Agency shall obtain approval from the property owner(s), contractor, and the County for all change orders.

c) Prepare, review and approve all requests for payment including obtaining approvals from the property owner and the contractor.

d) Complete interim "work in progress" inspections during active construction, if applicable.

e) Complete lead clearance testing on all applicable dwelling units if applicable.

f) Conduct final inspection with County and property owner. Agency shall obtain a signed "Certification of Final Inspection and Client Satisfaction sheet" from the property owner.

If lead-based paint remediation is required and it results in the household needing to be relocated for a period of time, pre-approval must be granted by the County per the Anti-displacement and Relocation Assistance policy. This policy can be found on the Marion County Board of Commissioners website under Community Development/CDBG.

5.2.2 Under the Terms of this Agreement, County Shall perform the following Services:

a. Marketing/Outreach

i. Provide information for creation of the Rehabilitation Program brochures.

ii. Approve Rehabilitation Program brochures prior to distribution by Agency.

b. Collection of Documentation

i. Determine eligibility of each applicant entered into Neighborly Software system and perform all HUD reporting requirements.

c. Conduct trust deed closing for property owners including but not limited to the trust deed, promissory notes, and any additional documentation that may be required.

d. Coordinate with the contractor in regard to loan closing and invoicing on behalf of the homebuyer and contractor.

e. Provide two licenses to Agency for access to Neighborly Software.

6. FUNDING AND BILLING

6.1 The total amount paid under this Agreement shall not exceed $476,702.00. Payments under this Agreement shall be made according to the following terms:

a. $17,875 for Marketing in one lump-sum after the brochures are created and presentations to each of the 18 cities within the entitlement jurisdiction have been completed per 6.2.A.

b. $437.36 per applicant for the Application and submittal for a total of up to $87,472 for approximately 200 projects.

c. $1,525.41 per applicant for Inspection/Bidding for approximately 200 projects for a total of up to $305,082. This amount includes asbestos and lead inspection fees for 50 projects.

d. $331.36 per applicant for Construction/Warranties for approximately 200 projects for a total of up to $66,272.

Payments shall be made to the Agency on a per project basis. In the event that an applicant does not qualify for the Program, the Agency will be paid the fee for collecting the Application documentation and submittal. No amounts will be paid for Inspection/Bidding or Construction/Warranties for a project where an applicant does not qualify for the Program as the inspection, bidding and construction/warranties phase will not occur. County shall approve invoices for Application, Inspection/Bidding, and Construction/Warranties after verifying that Agency has completed all data entry into Neighborly Software.

6.2 Requests for payment shall be submitted to the County and sent to the attention of: Community Services Department, 555 Court St NE, Ste 3120 Salem, OR 97301 or via email to CSReporting@co.marion.or.us. Final invoices are due no later than 30 days after Agreement expiration.

7. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Agency. Failure of the Agency or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Agency's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

8. NONDISCRIMINATION

Agency agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

9. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

10. CONFIDENTIALITY OF RECORDS

Agency shall not use, release, or disclose any information concerning any employee, client, applicant, or person doing business with the County for any purpose not directly connected with the administration of County's or the Agency's responsibilities under this Agreement except upon written consent of the County, and if applicable, the employee, client, applicant or person.

Agency shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

If Agency receives or transmits protected health information, Agency shall enter into a Business Associate Agreement with County, which shall become part of this Agreement, if attached hereto.

Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

11. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

12. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

13. NOTICES

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:
Mid-Willamette Valley Council of Governments
Attn: Mcrae Carmichael
100 High Street SE Suite 200
Salem, OR 97301
MCarmichael@mwvcog.org

For County:
Community Services Department
PO Box 14500
Salem, Oregon 97309
CSReporting@co.marion.or.us

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14. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:

Chair — Date: 6/14/2023

Commissioner — Date: 6-14-2023

Commissioner — Date: 6-14-2023

Authorized Signature: DocuSigned by: C54689DD24B041A... — Date: 5/24/2023
Department Director or designee

Authorized Signature: DocuSigned by: Jan Fritz DC16351248DE4EC... — Date: 5/26/2023
Chief Administrative Officer

Reviewed by Signature: DocuSigned by: Jane E Vetto D0CFC5B04B0F483... — Date: 5/26/2023
Marion County Legal Counsel

Reviewed by Signature: DocuSigned by: Camber Schlag 65B2F3DF257F444... — Date: 5/24/2023
Marion County Contracts & Procurement

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

Authorized Signature: DocuSigned by: Scott Dadson 97C635EF8D504A7... Date: 6/15/2023

Title: Executive Director

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EXHIBIT A
APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours

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worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- See §200.322 Domestic preference for procurements.

- Audit Requirements of 2 CFR §200.5XX (Subpart F)

- Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

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- If Subrecipient expends federal awards in excess of $750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.

- Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.

- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- See § 200.323 Procurement of recovered materials.

- Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

- Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age

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Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

- Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13,2020]

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EXHIBIT B

IRS Form 1040 Method

Exhibit 3.15 – IRS From 1040 Adjusted Gross Income Inclusions and Exclusions

Inclusions	Exclusions
1. Wages, salaries, tips, etc. 2. Taxable interest. 3. Dividends. 4. Taxable refunds, credits or offsets of state and local income taxes. There are some exceptions – refer to Form 1040 instructions. 5. Alimony (or separate maintenance payments) received. 6. Business income (or loss). 7. Capital gain (or loss). There are some exceptions – refer to Form 1040 instructions. 8. Other gains (or losses) (i.e., assets used in a trade or business that were exchanged or sold). 9. Taxable amount of individual retirement account (IRA) distributions. (Includes simplified employee pension [SEP] and savings incentive match plan for employees [SIMPLE] IRA.) 10. Taxable amount of pension and annuity payments. 11. Rental real estate, royalties, partnerships, S corporations, trusts, etc. 12. Farm income (or loss). 13. Unemployment compensation payments. 14. Taxable amount of Social Security benefits. 15. Other income, including prizes and awards; gambling, lottery or raffle winnings; jury duty fees; Alaska Permanent fund dividends; reimbursements for amounts deducted in previous years; income from the rental of property if not in the business of renting such property; and income from an activity not engaged in for profit.	1. Child support. 2. Money or property that was inherited, willed or given as a gift. 3. Life insurance proceeds received as a result of someone's death.

Last Modified: January 2005

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EXHIBIT C
COG Proposal

MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS

100 HIGH STREET S.E., Suite 200 | SALEM, OREGON 97301 | www.mwvcog.org
T: 503.588.6177 | F: 503-588-6094 | E: mwvcog@mwvcog.org
An equal opportunity lender, provider, and employer

Response: REQUEST FOR PROPOSALS BO1093-22

OREGON BUYS #:S-C25102-00003736

Professional Services for Marion County's Community Development Block Grant (CDBG) Rehabilitation Program

[*] Cover Letter
[*] Approach and Management Plan
[*] Qualifications and Experience
[*] Staffing Plan
[*] Work Plan and Schedule
[*] Cost Control
[*] Attachment 1: Proposal Form
[*] Attachment 3: Reference Form
[*] Attachment 4: Cost Proposal Submission Form

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September 26, 2022

Re: RFP Response for Marion County CDBG Housing Rehab Program

Dear Reviewing panel member,

The Mid-Willamette Valley Council of Governments (the COG) is pleased to submit its proposal for the Marion County Requests for Proposals BO1093-22. The COG has partnered with and administered on behalf of Marion County and Cities within, Housing Rehabilitation programs for over 30 years. As part of our Valley Development Initiatives (VDI), COG housing rehabilitation services to include developing appropriate contract documents for homeowners and contractors; promoting the availability of funds to potentially eligible homeowners in the eligible area; inspecting houses and prepare work write-ups and preliminary cost estimates in accordance with applicable codes and standards; assisting homeowners with the selection of contractors; monitoring the work of contractors; inspecting the work of contractors to determine eligibility for payment; arbitrating disputes that may arise between homeowners and contractors; maintaining files with all required program documentation; and any other assistance as may be required to successfully operate a housing rehabilitation program financed with Community Development Block Grant funds.

The COG has managed the Valley Development Initiatives Housing Rehabilitation Partnership during a time when there was a need for such assistance and has continued to this day with its programs VDI serves as a "subrecipient" of Community Development Block Grant funds for Marion County and several small cities that use this grant source to capitalize local housing rehabilitation loan programs. Federal and state regulations make it attractive to local governments to "subgrant" this program to non-profit organizations. VDI uses these funds as well as contributions from local governments to repair homes of clients meeting eligibility guidelines in Marion County. Funds recovered through the sale of homes are then placed back into the program and are available for relending.

The COG continues to staff its Community Development Programs, specifically in the area of Grant Writing, Grant Administration to include Housing Rehabilitation Programs, and has recently added staffing capacity to ensure these programs have the means to serve our membership.

Our interest in submitting this proposal is to expand this offering as well as maintain that continuity in such an important program here in Marion County.

Contact Information for this submittal:

McRae Carmichael, Community Development Director
100 High Street SE, Suite 200
Salem, OR, 97301
503-588-6177

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We look forward to a favorable response to our submittal and to working with Marion County in this important effort.

Sincerely

McRae Carmichael, Director
MWVCOG Community and Economic Development

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1.1 ***Cover Letter.*** The proposal must be submitted with a cover letter describing the proposer's interest and commitment to the proposed project. The letter must include the name, title, address, and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.

Please see page 2-3 Cover Letter

1.2 ***Approach and Management Plan.*** Describe the approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among proposer staff, County staff and any other parties that may have a significant role in the delivery of this program. Provide an explanation of the goals and performance measures to accomplish.

Our approach to this program will be to first assist with learning the new software program and becoming well versed for use. Simultaneously, we will be developing marketing materials to share with the 18 entitlement communities, in both digital and paper forms. Distributing the program materials and making communities aware of the opportunity is a critical starting step. We will begin this in the Fall/Winter 2022 with continued follow-up with City Administrators and Councils in all 18 communities throughout the Spring of 2023 and on-going.

In creating marketing materials, MWVCOG already has a housing brochure and templates created for the administration of our current housing rehab loan program. We have these programs translated in Spanish and Russian. We will meet with County staff immediately upon receipt of a contract to begin the program goals and develop Marion County CDBG marketing materials for this program.

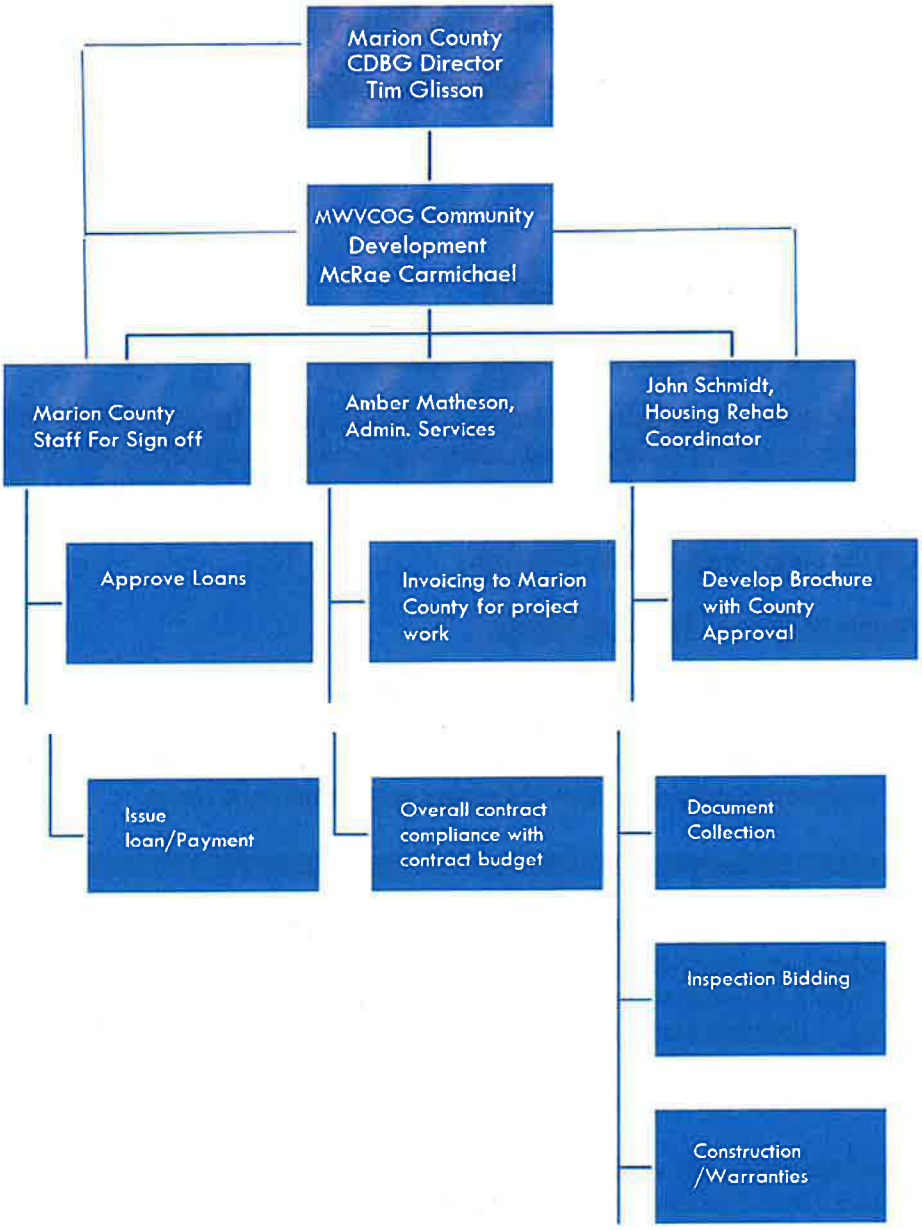
Our goal is to assist as many property owners within the 18 entitlement communities that meet LMI eligibility requirements. Upon that determination our goals are

- Efficiency of the program to target interested parties, set-up initial determinations of eligibility and see projects improvements through completion of project.
- Transparency of information to customers (customers are both loan recipients and the County)
- Professionalism in every step of the program
- Clear and consistent communication

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ORGANIZATIONAL CHART



1.3 ***Qualifications and Experience.*** Provide the qualifications and experience of the key team member(s) who will work on the project. Emphasize the specific qualifications and experience from projects like this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.

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Key Persons – Identify key personnel who will be responsible for planning and implementing this proposal and will be in charge or provide key skills and contributions. Identify name, position, relevant experience, and duties regarding Proposal.

- McRae Carmichael, Community and Economic Development Director
- John Schmidt, Housing Rehab Specialist/Grant Specialist
- Silas Lobnibe, Grant Specialist
- Amber Mathesian, Finance Director
- Denise Vandyke, Administrative Specialist

- McRae Carmichael, Community Development Director

McRae serves as the Community and Economic Development Director for the MWVCOG. She has nearly two decades of planning and community development experience. McRae will be responsible for the oversight of the program, review of the budget with Finance Director and team. She will submit annual and quarterly reports to the County if required and the overall success of the program to meet its directive.

- Amber Matheson, Finance Director

Amber has been the MWVCOG's Finance Director for 3 years. Prior to joining the COG, she served in City Management/Human Resources roles for several local jurisdictions. Amber brings decades of experience managing approved budgets and reporting to Federal and State Agencies on awarded dollars to meet obligatory requirements of funds.

- Grant Administrator Specialist John Schmidt, Housing Rehabilitation Specialist

John has been our Housing Rehab Specialist for 4 years at the COG. Over the course of his time, he has been involved with hundreds of loan and grant applications and oversight. John's attention to detail is impeccable. He manages each property file with all critical/key information and manages record keeping with discipline and accuracy. He is thorough and has timely communication on topics. His work style is professional and yields success for our customers. He is a tremendous value to our team at COG.

Valley Development Initiatives has managed a regional Housing Rehabilitation Loan Program since 1999. The low-interest deferred payment program provides economically disadvantaged populations access to capital to make necessary home improvements in 15 cities and unincorporated Marion County.

The MWVCOG has extensive experience administering CDBG loans. We have been receiving funds from CDBG for large infrastructure projects and has a revolving loan program. We have over 15 years' experience administering this program. We also

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receiving several Federal, State and private grants for land use and transportation planning with strict quarterly and annual reporting requirements.

Staff will have a regularly scheduled meeting with Marion County staff to update on current loans and where they are in the process.

Within the Mid-Willamette Valley Council of Governments, we host a program called Valley Development Initiatives (VDI). VDI has administered a Manufactured Home Rehabilitation Grant Program for the City Of Stayton and is currently administering a Housing Rehabilitation Grant Program for the City of Silverton. We have issued 35 grants for Stayton and Silverton in the past 24 months. This program is administered by our Grant Administrator. The total dollar amount granted for the Stayton Grant was $300,000. Total amount awarded for the City of Silverton is $400,000.

*1.4. **Work Plan and Schedule.*** Describe how you will perform each task of the project, identify deliverables for each task and provide a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the timeframe for distributing the marketing material and the process/timeline for completion of one rehab project. The County is aware that this RFP is to form a relationship on how to complete individual rehabs for property owners and it is not the respondent's responsibility to make income determinations on applications. It is the county's responsibility to make sure the funds allocated to the Rehabilitation Program are spent and enough projects are secured to meet the requirements submitted to the United States Department of Housing and Urban Development. The respondent is merely assisting through the process.

Marketing/Outreach	Step	Procedure	Timeline
Involved Parties			
COG Program Staff/County	1	The County shall provide information for the creation of brochures for the County's Rehabilitation Program The County shall approve brochure prior to distribution.	October/November 2022
COG Program Staff	3	Distribute brochures to the 18 locations located within the entitlement jurisdiction.	Winter 2022/Spring
Collection of Documentation			
COG Program Staff	4	Assist in collection and submittal of income	Meet with potential costumers to make this

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		documentation from applicants according to the IRS Form 1040 Method via Neighborly Software.	determination and then input information if appropriate.
COG Program Staff	5	Collect demographic data as required under HUD regulations to be reported into Neighborly Software system for the consolidated annual performance evaluation report.	Within two weeks of meeting with an applicant and approving LMI
COG Program Staff/County	6	Assist applicant with reporting any additional funding that will be used to acquire a property, with the exception of the actual mortgage, into Neighborly software (ex. Out of pocket funding, state funding, other federal funding, etc.) The County will determine eligibility of each applicant entered the Neighborly Software system and perform all reporting requirements.	At time of LMI determination
Rehabilitation Services			
COG Program Staff	7	Complete the initial housing rehabilitation inspection to determine deficiencies in dwelling according to Housing Quality Standards (HQS) Local Building Code deficiencies.	This will be dependent on applicant's schedule, but we will make contact within one week of receiving the go from Marion County
COG Program Staff	8	Complete lead-based paint inspections and lead risk assessments for applicable projects according to HUD's Guidelines	Dependent on scheduling. We intend to have this staff on contract for MWVCOG.
COG Program Staff	9	Prepare cost estimates and work specifications in Neighborly Software	On-going
COG Program Staff/County/Property	10	Review work specifications with County and property owner,	On-going

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Owner		obtain approval from property owner for the work to be solicited.	
COG Program Staff	11	Provide technical assistance to the property owners as bids are sought, the contractor is selected, and building permits are obtained, including preparation of bid documents and bidding of each project.	On-going
COG Program Staff/Contractor/Owner	12	Conduct pre-bid site inspection with contractors and review project bid documents with potential contractors.	We will schedule this meeting within one week of contractor being selected.
COG Program Staff	13	Provide any addendum to the scope of work based on the project walk-through.	Within two working days of walk through.
County /COG Program Staff	14	Provide review of bids and recommend successful bidder(s) to County and property owner.	
COG Program Staff/Contractor/Property Owner	15	Conduct a pre-construction conference for each project with the awarded contractor(s) and the property owner. Provide the sign-in sheet and written minutes of the pre-construction conference to the County upon completion.	Within two weeks of pre-construction meeting-staff will share sign-in sheet and written minutes to County.
COG Program Staff/Property Owner	16	Prepare, review and approve of all change orders. Proposer shall obtain approval from the property owner(s), contractor, and the county for all change orders.	On-going
COG Program Staff	17	Complete interim "work in progress" inspections during active construction, if applicable.	On-going
COG Program Staff	18	Complete lead clearance testing	

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		on all applicable dwelling units if applicable.	
COG Program Staff /Marion County	19	Conduct final inspection with County and property owner. Proposer shall obtain a signed "Certification of Final Inspection and Client Satisfaction sheet" from the property owner.	At completion of project. Documentation will be provided to property owner and County within 5 working days of inspection.

1.5 ***Staffing Plan.*** Discuss the workload for all key team members and their capacity to perform the requested services for the project, according to your proposed schedule

John Schmidt, Housing Rehab Specialist/Grant Specialist

Currently manages our Housing Rehab Loan program for Silverton and Stayton. He has an excellent system in place for managing Housing Rehab Loans that can expand to these additional communities. He works a 40 hour work week and has capacity to add more loans. Since we will not be issuing the loans, John's role with certifying LMI and managing the contractor/inspection phase will align well with his current skills and workload.

McRae Carmichael, Community Development Director

McRae will work directly with John to review applications that come in and what is proposed. Currently McRae reviews and signs off on all loan/grant approvals prior to work commencing. With this work we will have weekly check-ins on status to manage workload and application status.

Silas Lobnibe, Grant Specialist

Silas has been with the MWVCOG for 6 months. He is currently completing a CDBG application for the City of Sheridan. He also is managing several other Cities applications for funding and grants. Silas will be involved in the development of the new brochure for this program and the marketing materials. He also will train with John to assist in verifying LMI

Amber Mathesian, Finance Director

Amber will be responsible for overseeing our time tracking and invoicing to the County for all the work done on this project. Amber has several staff in her department, and we recently changed our accounting system to provide more streamlined services and efficiency. Amber will assist in making sure we are tracking along with our budget. This will occur with bi-weekly reporting on everyone's billed time to the project. This will help to ensure that we keep within our scope of work and budget.

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Denise Vandyke, Administrative Specialist

Denise has been at the COG for over 20 years. She is an excellent institutional resource both for the COG's business practices and our community. She has an extensive number of technical skills to be able to work with staff with brochures or learning a new program for data collection. Denise is prepared to assist staff with completing tasks as they develop over the life of the project.

1.6 Cost Proposal.

Compensation for services is from the program funds on a full cost recovery

model per applicant served. The cost proposal shall include a breakdown of costs for service per applicant for each program area listed in the Programs to be provided section and should include all direct and indirect costs including, but not limited to overhead, fees, profit, equipment, materials, supplies, managerial support, all documents, forms and reproductions thereof, and travel to and from the work site or employee's normal workstation in a lump sum.

	Hours and Cost Estimate for project						
Hours	**3873**						
Cost	**$436,703**	3520	100	100	48	105	
	TASKS	Grant Administrator	Admin Asst	Grant Specialist Outreach Coordinator	Finance Director	Comm Dev Director	**Total**
							3873
	Contract management	20			48	100	168
	Grant application review and inspections/construction management (estimated at 15 hours per applicant)	3400	100				3500
	Marketing Materials development and outreach	100		100		5	205

This first table shows a breakdown of staff time. It is anticipated that John Schmidt, our Grant administrator, and Housing Rehab Specialist will do the majority of this work. He will also have our Grant Specialist shadowing to learn his work, but that is not an expense of the project. This will be to provide back-up and support for the project as it expands and develops into the 18 communities. Based on the information in the RFP, $3,000,000 is allocated to housing rehab, with a maximum of $15,000 per project. We anticipate 15 hours of the Grant Administrators time per project-equaling 200 projects. For the additional

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$1,000,000 allocated to Septic rehabilitation projects at a maximum of $35,000 we have allocated 10 hours to this program management and permitting.

Additionally, the table shows time for Marketing Materials development and review. We have allocated 205 hours to this beginning stage of the program. This also involves outreach to all the 18 entitlement communities. We intend to bring flyers to City Hall, Libraries and other community areas. We also would propose to be on all Council agendas in the Winter of 2022/Spring of 2023 to further our outreach and communication with potential interested parties. Outreach is an on-going process, but in the first phase of the program, we propose a comprehensive, strategic approach to all the communities. Several of the 18 communities are members with the MWVCOG so we already have several mechanisms we communicate and collaborate about potential opportunities with our members.

Salaries						
Cost estimate ->	$ 316,800	$ 7,100	$ 8,200	$ 5,904	$14,175	**$ 352,179**
Hourly rates->	$ 90	$ 71	$ 82	$ 123	$ 135	
	Grant Administrator	Admin Asst	Grant Specialist Outreach Coordinator	Finance Director	Comm Dev Director	
						$ 352,179
	$ 1,800	$ -	$ -	$ 5,904	$ 13,500	$ 21,204
	$ 306,000	$ 7,100	$ -	$ -	$ -	$ 313,100
	$ 9,000	$ -	$ 8,200	$ -	$ 675	$ 17,875
FRINGE	$ 76,032	$ 1,704	$ 1,968	$ 1,417	$ 3,402	**$ 84,523**
						$436,702

This next table shows the total cost to administer the program. It shows staffing wages-breakdown of cost for each primary employee and a breakout of fringe benefits.

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*1.7 **Cost Control.*** Provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.

McRae Carmichael will work closely with John Schmidt to always understand our current workload. We will have weekly meetings to review the current projects and schedule and where we are with all submittals. We track our times

There will be extensive coordination between all departments to track time and make sure we are maximizing our efficiency at each stage of the process. MWVCOG have several staff that can assist with various roles in the application process. Staff will review workload weekly and shift responsibilities if needed to ensure the proper work product and tracking is occurring.

*1.8 **References.*** Provide at least three (3) references (names, email addresses and current phone numbers) from recent projects similar in scope and size. Include a brief description of each project associated with the reference, and the role of the respective team member(s) who would be assigned to the project.

Please see Attachment 3.

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ADDITIONAL INFORMATION

MWVCOG has been administering our current Housing Loan rebab program for over 20 years and is funded by our VDI. Although the scope of work services is narrower than our current process for administering our loan program, we wanted to highlight our policies and procedures here to make you aware or our process and how we could expand our services to best suit the Counties needs in the development of this program.

ADDRESSED TO	STEP	PROCEDURE
Applicant	1	Contacts Program Staff to request information about rehabilitation program.
Program Staff	2	Prescreens applicant over phone. Confirms applicant is homeowner. Checks household size and income; occupancy status; location in target area; assessed value and amount owed; and other applicable eligibility requirements.
Program Staff	3	If applicant meets requirements based upon prescreening, appointment is made for phone interview.
Program Staff	4	Sends applicant document checklist letter identifying documents required to verify program eligibility and notice of availability of reasonable accommodation.
Program Staff	5	Obtains income, asset and liability verification; verification of housing value and amount of debt owed on house; completes application. HUD prohibits the use of CDBG funds to repair or rehabilitate any manufactured home made before June 15, 1976. De-federalized funds from previous housing rehabilitation revolving loan fund awards may be used for this purpose.
Program Staff	6	Call for list pack to identify liens. If applicable: verifies liens on title report with application (see section 2:6 for requirement). Prepares Lien Consent and forward to lien holders for signature, if applicable
Program Staff	7	Reviews application to determine eligibility. Verify available funds with Finance. Finance to assign loan number. If eligible, prepare eligibility letter/notice of award and loan qualification form. Notify the City or County of pending grant/loan. If funds are not available, pursue approval from Community Development Director to borrow from another potential VDI housing fund. If applicant is not eligible, decision letter sent to applicant giving reason for ineligibility.
Program Staff	8	Inspects building, completes Housing Quality Standards (HQS), prepares Inspection Report/Bid Form listing deficiencies and repairs needed to meet program standards. Sends four copies to homeowner. Prepares cost estimate for file. Assists applicant in obtaining bids, if requested. Lead paint and asbestos tests order, if applicable.
Applicant	9	Obtains bids from contractors for work listed on Inspection Report. Forwards bids to Rehabilitation Program Staff for review.
Program Staff	10	Review bids. One bid is acceptable if it is lower than cost estimate. Checks builder's registration and bonding.
Program Staff	11	Prepares loan/grant package and eligibility criteria to document that household income eligibility, ownership, and collateral requirements have been met and proposed work is eligible under program rules. Orders and reviews title report, from OR-FNTG-CPF-PortlandOrderDesk@fnf.com If any proposed work is ineligible under program rules, homeowner is notified.
VDI Board/Program Staff	12	Program Staff and applicable City designee approve all federalized CDBG

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		rehabilitation loans and grants. De-federalized funds require Program Staff approval.
Program Staff	13	The applicant is notified of program approval and the Site Specific Environmental Review Form is signed by the Certifying Officer.
Program Staff	14	Prepares documentation as applicable: Note, Trust Deed, Truth in Lending, Right of Recission, and Statement of Non-Collusion/Notice to Proceed, and obtain approvals
Program Staff	15	Notifies successful and unsuccessful bidders by phone or email.
Program Staff	16	Sends Fire Insurance Verification form to Insurance Agent. If applicable: Schedules loan closing. Obtains required signatures on loan documents and Construction Contract and related documents.
Program Staff	17	Records Trust Deed and sets up account for disbursement of loan funds if applicable.
Program Staff	18	Prepares documentation as applicable: Construction Contract, Statement of Non-Collusion/Notice to Proceed, Construction Lien, Notice of Procedure, Consumer Protection Notice. Get approvals and provides copies to applicant and Contractor.
Program Staff	19	Conducts periodic inspections of work and recommends progress payments in accordance with Construction Contract. Records permit and local building official inspection information on Payment Request Voucher. Prepares Contract Changes as required. Provides technical assistance to contractors and homeowners as required.
Program Staff	20	Performs final inspection and obtains owners signature on Certificate of Acceptance and Contractors signature on Lien Waiver and Evaluation form. Provides homeowner with sample thank you letter to submit to city/county (voluntary for homeowner completion).
Program Staff	21	Drafts progress payments. Approves Contract Change Order(s) within loan amounts authorized by VDI Board prior to final payment. Reviews loan file for completeness and prepares reconciliation of project payments to the note(s) amount(s).
Program Staff/VDI Board	22	De-federalized and federalized funds require Program Staff signature on progress payments, final payments, and reimbursements associated with loans/grants.
Program Staff	23	Loan Payoffs: Sends payoff letter to lender or title company. After receipt of funds, sends original Trust Deed, Note and Deed of Reconveyance to lender or title company (any applicable reconveyance costs are at applicant expenses). Records loan repayment in grant program income account. Send letter to insurance company to remove VDI as a loss payee on homeowner's policy

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Attachment 1 - Proposal Form

OFFEROR NAME: Mid-Willamette Valley Council of Governments____

ADDRESS: 100 High St SE Suite 200, Salem OR 97302

TELEPHONE NUMBER: 503-540-1625 EMAIL: mcarmichael@mwvcog.org_ WEB SITE: www.mwvcog.org

TAXPAYER ID NUMBER: _93-0628532 DATE/STATE OF INCORPORATION: July 25, 1976, Oregon

BUSINESS DESIGNATION: ☐ Corporation ☐ Sole Proprietor ☐ Partnership
☐ S Corporation ☐ Non-Profit ☑ Government
☐ Other: _____

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.

2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.

3. The Proposer acknowledges receipt of all Addenda issued under the RFP.

4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.

5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;

6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;

7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.

8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;

9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.

10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;

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2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;

4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;

5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and

6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: *N. McRae Carmichael*

Print Community and Economic Development Director

Contact Person (Type or Print): McRae Carmichael

Telephone Number: (503) 540-1625

Email: mcarmichael@mwvcog.org

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

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Attachment 2 - Trade Secret Form

1. I am an authorized representative of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.

2. I am aware that the Proposer has submitted a Proposal, dated on or about July 22, 2022 (the "Proposal"), to Marion County in response to Request for Proposals BO1093-22, for Professional Services for Marion County's Community Development Block Grant (CDBG) Rehabilitation Program, and I am familiar with the contents of the RFP and Proposal.

3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.431, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.

4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:

A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:

i. is not patented,

ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,

iii. has actual or potential commercial value, and

iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.or

B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and

ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

McRae Carmichael, Community Development Director

Authorized Representative Signature Proposer identifies the following information as exempt from public disclosure:

DocuSign Envelope ID: BB47BEC2-E7F4-4AB7-99AC-E91F7EED007C

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Attachment 3 - Reference Form

Proposer must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

Project Reference #1

Name of Project: Stayton Loan Rehab Program & Stayton Manufactured Loan Rehab

Project Location: Stayton, OR

Project Date: On-going

Firm Name for Contact Person #1: City of Stayton

Name of Contact Person #1: Dan Flieshman

Telephone Number for Contact Person #1: 503-769-2998

Email Address for Contact Person #1: dfleishman@ci.stayton.or.us

Project Reference #2

Name of Project: Will mina CDBG Application and Grant Management for Water Improvements

Project Location: Willamina

Project Date: July 2017 to date

Firm Name for Contact Person #1: City of Independence (Kenna West was City Administrator in Willamina till June 2022.

Name of Contact Person #1: Kenna West

Telephone Number for Contact Person #1:#(503) 838-1212

Email Address for Contact Person #1: kwest@ci.independence.or.us

Project Reference #3

Name of Project: Loan Rehab Program: Stayton

Project Location: 1436 Westown Drive

Project Date: Spring/Fall 2021

Firm Name for Contact Person #1: individual loan recipitent

Name of Contact Person #1:Glenda Yates

Telephone Number for Contact Person #1: 971-900-6122

Email Address for Contact Person #1: not available

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DocuSign Envelope ID: ABB0D11B-C892-49FC-A922-D0D517FEE4A6

Attachment 4 - Cost Proposal Submission Form

In accordance with the Request for Proposal issued by Marion County, the firm referenced below hereby submits a Cost Proposal.

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this proposal, and if selected, authorized to sign a contract with Marion County for the services identified in the Request for Proposal. In addition, all Marion County Community Development Block Grant Rehabilitation Program requirements, including insurance requirements, have been reviewed and are incorporated in this Cost Proposal.

Firm Name: Mid-Willamette Valley Council of Governments

Signature: *McRae Carmichael*

Printed Name/Title: McRae Carmichael, Community Development Director

Date: 9/25/22

Category	Provide Details	Amount
Outreach (Lump Sum Total)	This is based on 205 hours creating brochures, working with Marion County Staff and doing outreach to 18 entitlement communities	$17,875
Document Collection (Per Applicant)	This work is estimated to take 2.5 hours per project	$66, 270
Inspection/Bidding (Hourly Fee)	This is anticipated to take the most time- allocated at 10 hours for Grant Administrator.	$265,082
Construction/Warranties (Hourly Fee)	This work is estimated to take 2.5 hours per project	$66,272
Other	Administrative Cost- invoicing and management	$21,203
Total Project Cost		$436,702

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