

**RESOLUTION No. 17/18-23
CITY OF DAYTON, OREGON**

Title: *A Resolution Authorizing the Mayor to Enter into a Memorandum of Understanding with the Dayton Community Development Association for the use of Certified Local Government funds.*

WHEREAS, the City and DCDA desire to continue to work toward the economic vitality of the community; and

WHEREAS, The City of Dayton became a Certified Local Government (CLG) in 2011 and became eligible for historical preservation funding; and

WHEREAS, the CLG funds will assist the City and DCDA to evaluate the best economic use of a historic property in the downtown area; and

WHEREAS, the City and DCDA desire to establish a relationship in order for the DCDA to contract with a historic architect for the property assessment in the downtown area; and

WHEREAS, the City desires to enter into an MOU with DCDA to establish the above objectives. .

The City of Dayton resolves as follows:

Section 1. The City Council authorizes the City Manager to enter into a Memorandum of Understanding with DCDA in substantially the same form as the attached Exhibit A.

Section 2. This resolution is effective upon approval by the City Council.


ADOPTED this 18th day of June 2018.

In Favor: Bixler, Collins, Mackin, McGraw, Marquez, Price, Wytoski

Opposed: None

Absent: None

Abstained: None



Elizabeth Wytoski, Mayor



Date of Signing

ATTESTED BY:



Rochelle Roaden
City Recorder



Date of Enactment

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, is by and between the City of Dayton (hereinafter "City") and the Dayton Community Development Association (hereinafter "DCDA") as parties hereto.

RECITALS

WHEREAS, the City and DCDA desire to continue to work toward the economic vitality of the community; and

WHEREAS, the City is the recipient of Certified Local Government (CLG) grant which can be used for historical preservation; and

WHEREAS, the part of the Certified Local Government funds will assist the City and DCDA to evaluate the best economic use of a historic property in the downtown area; and

WHEREAS, the City and DCDA desire to establish certain obligations to enable the DCDA to contract with a historic architect for the property assessment in the downtown area focused on the old gas station property at 216 Ferry Street; and

WHEREAS, the City and DCDA desire to establish clear responsibilities for each party for the administration of the CLG funds.

TERMS

Therefore, it is mutually agreed between the parties as follows:

- 1) The above recitals are part of this MOU and are incorporated by reference herein.
- 2) The City's responsibilities and obligations include:
 - a. The City will manage the Certified Local Government grant.
 - b. Contingent on the Certified Local Government grant terms, the City will provide to DCDA a payment of up to \$5,000 of the City's CLG grant funds upon completion of the property assessment.. The DCDA agrees that it may only use the Certified Local Government funds for a property assessment 216 Ferry Street.
 - c. The City will provide volunteer hours as in kind match toward the required CLG match but will not provide a monetary match for property assessment.
 - d. The City will submit all needed documentation to meet CLG reporting requirements.
- 3) The DCDA's responsibilities and obligations shall include:

- a. The DCDA will secure a \$2,000 match required for the CLG grant.
 - b. The DCDA will receive permission and support from the property owner of 216 Ferry Street to prepare the property assessment.
 - c. The DCDA will enter into a contract for a property assessment with a registered historic architect of their choice.
 - d. The DCDA will be responsible for all costs associated with the property assessment for 216 Ferry Street and contract with the registered historic architect.
 - e. The DCDA will provide copies of the work product produced for the property assessment at 216 Ferry Street to the City to submit to the CLG to meet the CLG grant reporting requirements.
- 4) The term of this MOU is through the expiration of the grant on August 15, 2018 and is effective upon the date signed by both parties below.

5) **General Provisions.**

A. Amendments. Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU agreed upon by and between the parties shall be valid only if in writing and signed by authorized representatives of the parties affected by the amendment or change.

B. Applicable Law. This MOU is governed by the laws of the State of Oregon. Venue lies in Yamhill County, Oregon.


C. Both parties agree and understand that each will assume responsibility for the acts or omissions of its own agents, employees or officers in connection with any claims made by a third party against either party. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, if the negligent acts or omissions of the agents, employees, or officers of the City are the cause of any claim, action, damage, loss or expense brought against DCDA, the City shall indemnify, hold harmless, and assume the defense of said claim(s) or action(s). If the negligent acts or omissions of the agents, employees, or officers of DCDA are the cause of any claim, action, damage, loss or expense brought against the City, DCDA shall indemnify, hold harmless, and assume the defense of said claim(s) or action(s).

D. Each party shall give the other immediate written notice of any action, suit or claim made against that party that is related in any way to this MOU.

E. Entirety of Agreement. This MOU contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

F. Third Party Beneficiary Rights. The parties do not intend to and do not create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and inure solely to the benefit of the City and DCDA.

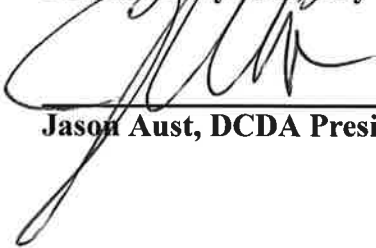
6) **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.



Elizabeth Wytoski, City of Dayton Mayor

7/2/18

Date of Signing



Jason Aust, DCDA President

7/12/18

Date of Signing