

**Grant Agreement
2010 Certified Local Government Grant (OR-10-15)**

This Agreement is made and entered into on the date of final signature of this agreement by and between the State of Oregon, acting by and through Oregon Parks and Recreation Department, Heritage Programs, hereinafter referred to as the "State" and:

City of Portland
1900 SW 4th Avenue
Portland, OR 97201-5350

hereinafter referred to as "Grant Recipient."

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** This agreement is for the period from 4/1/2010 to 8/31/2011 unless otherwise extended or terminated in accordance with the terms and conditions of this agreement.
3. **AGREEMENT COSTS:** STATE will pay GRANT RECIPIENT a maximum of \$17,000 for costs authorized by this agreement.
4. **ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:**
Attachment A: Scope of Work
Attachment B: Standard Terms and Conditions
5. **SIGNATURES:**

IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed.

GRANT RECIPIENT:

Signature, Authorized Representative

Date

Name and Title of Signer (Type or Print)

STATE:

Roger Roper, Assistant Director
OPRD Heritage Programs

Date

APPROVED AS TO FORM
Linda Meng DA
CITY ATTORNEY

Attachment A -- Scope of Work

2010 Certified Local Government Grant

Grantee: City of Portland

Grant Amount: \$17,000 Match Amount: \$17,000

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. OPRD Heritage Programs staff must approve any changes to this Scope of Work.

PROPOSED BUDGET

1	Administration Staff	\$2,500	
			Total \$2,500
2	Intensive Level Survey Staff	\$7,900	
			Total \$7,900
3	Other Preservation Activities Other - training opportunities	\$2,000	
			Total \$2,000
4	Planning, Review and Compliance Staff	\$9,600	
			Total \$9,600
5	Reconnaissance Level Survey Contractor	\$12,000	
			Total \$12,000
			Total Project Budget* \$34,000

** Includes grant amount and local match. Note: This project may include overmatch of work activities and expenditures that exceed the requirements of this grant. The minimum match requirement is equal to the grant amount.*

WORK DESCRIPTION

1. Administration \$2,500

Products:

Planner and administrative support for grant application and monitoring, expenditure reports, and payment requests.

Standards:

Project Standards:

- Allowable costs and services must be related to the administration of this grant: application/contract processing, project oversight, reimbursement requests, etc.

2. Intensive Level Survey \$7,900

Products:

An intensive evaluation of a subset of properties in East Portland, based on the results of the RLS. A context statement and data analysis will be prepared as part of the evaluation. Survey results could lead to National Register nominations for selected properties or groups of properties. Professionally qualified staff will work on this project.

Standards:

Project Standards:

- The completed survey must meet the standards outlined in the SHPO'S "Oregon

Historic Survey Instruction Manual", its Forms and Appendices (current version) and the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology (Federal Register, Vol. 48, No. 190, Sept. 1983). Work that does not meet these standards is ineligible for reimbursement.

- Two copies of all materials should be generated: one for the CLG to keep in its permanent files and one for the SHPO.
- Property selection must be approved by SHPO staff prior to survey.
- The CLG must submit to the SHPO copies of all contracts with the consultant(s) for professional services and all reports, drawings, etc. completed for the project. Any purchases or contracts for services over \$500 should follow appropriate procurement procedures, including obtaining at least three bids.
- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service. "This project was funded in part by a matching grant from the Oregon State Historic Preservation Office through the National Park Service Certified Local Government Program."

3. Other Preservation Activities \$2,000

Products:

Funding for the Portland Historic Landmarks Commission for education and outreach activities, including conferences, events, and other targeted approaches to address historic preservation needs.

Standards:

Project Standards: Activities in this program area include any activity that is eligible for HPF assistance but that does not readily fall within one of the Program Areas described above, or involves Multiple Program Areas and the activity cannot reasonably be divided among the specific Program Areas. One example is HABS/HAER documentation projects.

- Completed work must be consistent with The Secretary of the Interior's "Standards for Archeology and Historic Preservation," which include the "Standards for Preservation Planning."
- The CLG must submit to the SHPO copies of all contracts with the consultant(s) for professional services and all reports, drawings, etc. completed for the project. Any purchases or contracts for services over \$500 should follow appropriate procurement procedures, including obtaining at least three bids.
- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service. "This project was funded in part by a matching grant from the Oregon State Historic Preservation Office through the National Park Service Certified Local Government Program."

4. Planning, Review and Compliance \$9,600

Products:

Ongoing responsibilities of the City of Portland as a CLG include local review of National Register and Special Assessment applications and staff support to the Portland Historic Landmarks Commission. Additional planning work under this grant will support The Portland Plan, the City's strategic plan for the next 25 years. Work will include evaluating the City's existing historic preservation policies and incentives and developing targeted approaches to meet historic preservation needs while accommodating anticipated growth. Improving connections between preservation planning and sustainable development will also be explored.

Standards:

Project Standards:

- Eligible costs and activities include those related to local "design review" as well as to participation with the SHPO in state or federal compliance activities for properties within the local government's boundaries.
- Activities and products must be consistent with local, state, and federal preservation standards and guidelines, including the National Register bulletin "How to Apply the National Register Criteria for Evaluation" and the Secretary of the Interior's "Standards for Rehabilitation".

The CLG must maintain records of cases it reviews and the decisions it make.

5. **Reconnaissance Level Survey** \$12,000

Products:

This RLS will be conducted in East Portland, a large area that has been "underserved" by historic preservation research, policies and protections. East Portland lacks an adequate inventory of potential historic resources, although a significant number of properties in the area are more than 50 years old (44%).

The RLS will focus on resources considered to be at-risk, looking at factors such as zoning entitlements, property values, public infrastructure investments and urban renewal areas. Several hundred properties will be surveyed, with the number depending on survey costs. Survey results will be incorporated in Portland's Historic Resources database and website, presented to the public, and used for planning purposes. The City of Portland will seek bids beginning in April 2010 and anticipates the survey will be completed by late 2010. Professionally qualified staff will work on this project.

Standards:

Project Standards:

- Prior to starting the survey project, the grant recipient must receive written approval from the SHPO on the final work plan, unless the location and scope is included in the grant agreement and it is not a selective RLS.
- The survey must be conducted in accordance with the SHPO'S "Reconnaissance Level Survey Standard Operating Procedures" (current version) and the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology (Federal Register, Vol. 48, No. 190, Sept. 29, 1983). Work that does not meet these standards is ineligible for reimbursement.
- Originals of all survey materials must be submitted to the SHPO. These include the survey maps, photographs, survey forms, research design, electronic data, and a final report.
- The consultant must submit two copies of all survey products, one for the CLG and one for the SHPO.
- The CLG must submit to the SHPO copies of all contracts with the consultant(s) for professional services and all reports, drawings, etc. completed for the project. Any purchases or contracts for services over \$500 should follow appropriate procurement procedures, including obtaining at least three bids.
- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service. "This project was funded in part by a matching grant from the Oregon State Historic Preservation Office through the National Park Service Certified Local Government Program."

Attachment B
Standard Terms and Conditions – Historic Preservation Fund Grants

1. **Authority:** The National Historic Preservation Act of 1966 and Amendments, 16 U.S.C 470, authorizes the SHPO to provide grants to Certified Local Governments to carry out preservation projects authorized under the Act;
2. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grant Recipient shall receive approval on a final work plan from the State.
3. **Renegotiation or Modifications:** This agreement may be amended, modified, or supplemented only by written amendment to the agreement, executed by the same persons or by persons holding the same position as persons who signed the original agreement.
4. **Employment Practices Clause:** In carrying out its responsibilities under this agreement, the Grant Recipient shall not deny benefits to or discriminate against any person on the basis of race, color, creed, religion, national origin, sex, disability, or sexual preference, and shall comply with all requirements of federal and state civil rights statutes, rules and regulations including:
 - Title VI of the Civil Rights Act of 1964 (42 USC 200d et. seq.).
 - Section 504 of the Rehabilitation Act of 1973 (20 USC 794).
 - Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.).
 - Americans with Disabilities Act of 1990 (42 USC sections 12101 to 12213).
 - ORS 659.400 to 659.460 relating to civil rights of persons with disabilities.
5. **Statement of Support:** All publicity, visual or oral, and all publications for and related to this project shall be accompanied by the following statement: *"This project is supported in part by a grant from the Oregon State Historic Preservation Office, Oregon Parks and Recreation Department, funded by the National Park Service through the National Historic Preservation Act."* A sign to that effect, provided by the State, may be required on the project site as well.
6. **Reporting:** Grant Recipient shall submit written progress reports and a final report as described in the grants manual and on forms provided by State.
7. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis. Reimbursement requests shall be in accordance with grant instructions and on forms provided by State.
8. **Records Administration:** Grant Recipient shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Grant Recipient for costs authorized by this contract. These records shall be retained by the Grant Recipient for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Grant Recipient agrees to allow State auditors, and State Agency Staff, access to all the records related to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
9. **Tax Obligations:** Grant Recipient will be responsible for any federal or state taxes applicable to payments under this Agreement.
10. **Indemnity Clause:** Grant Recipient shall defend, save, and hold harmless the State of Oregon Parks and Recreation Department, its officers, agents, employees and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Grant Recipient or its contractors, agents or employees under this Agreement.
11. **Laws and Regulations:** Grant Recipient agrees to comply with all state laws and regulations pertaining to this Agreement and the work to be carried out.
12. **Repayment:** In the event that Grant Recipient spends Historic Preservation Fund Grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, Grant Recipient shall reimburse the SHPO for all such unlawfully or improperly expended funds.
13. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Grant Recipient, by signature of its authorized representative on the agreement, acknowledges that the Grant Recipient has read this agreement, understands it, and agrees to be bound by its terms and conditions."