



Oregon

Tina Kotek, Governor

Parks and Recreation Department

Oregon Heritage/
State Historic Preservation Office
725 Summer St. NE, Suite C
Salem, OR 97301-1266
(503) 986-0690
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oregonheritage.org



February 6, 2023

Donald Oliveira
City of Portland
1900 SW 4th Ave
Portland, OR 97201

Dear Brandon:

Congratulations! Your application for a 2022 Heritage Program Grants has been funded for the amount and purpose listed below.

Grant Amount: \$30,000

Grant No.: HP-22-04

Start Date: 12/1/2022

End Date: 7/31/2023

Summary: Complete two nominations to the National Register for properties associated with the LGBTQ+ experience in Portland.

Enclosed are two copies of your grant agreement. Carefully review the scope of work and requirements for each category to be sure they are summarized correctly. Have the authorized person sign both copies and return both copies to us. The signed agreements must be returned to our office within 30 days; if not returned in that period, it will be assumed that you are not accepting the grant award. We will return a signed copy and grant reporting information at that time.

I am looking forward to working with you. Please let me know if you have any questions, and, again, congratulations and best wishes for a successful project.

Kuri Gill
Grant and Outreach Coordinator
(503) 986-0685
kuri.gill@oprds.oregon.gov

enclosures

Grant Agreement
2022 Heritage Program Grants (HP-22-04)

This Agreement is made and entered into, by and between, the State of Oregon, acting by and through Oregon Parks and Recreation Department (OPRD), Heritage Programs, hereinafter referred to as the “State” and:

City of Portland
1900 SW 4th Ave
Portland, OR 97201

or designated representative, hereinafter referred to as the “Grantee.”

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended in writing, the Project shall be completed by 7/31/2023. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.
3. **GRANT FUNDS:** The State agrees to pay the Grantee a maximum reimbursement amount of \$30,000 for costs authorized under this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**

Attachment A: Scope of Work
Attachment B: Standard Terms and Conditions

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

Contact Information: A change in the contact information for either party is effective upon providing written notice to the other party:

Grantee	Grantee Billing Contact	OPRD Contact
Donald Oliveira City of Portland 1900 SW 4th Ave Portland, OR 97201 Donald.Oliveira@portlandoregon.gov	Brandon Spencer-Hartle City of Portland 1900 SW 4th Ave Portland, OR 97201 5032431923 brandon.spencer@portlandoregon.gov	Kuri Gill Grant and Outreach Coordinator Oregon Heritage Oregon Parks & Recreation Dept 725 Summer St NE, Suite C Salem, OR 97301 (503) 986-0685 kuri.gill@oprds.oregon.gov

5. SIGNATURES:

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE:

Signature, Authorized Representative _____
Date

Name and Title of Signer (Type or Print)

STATE:

Christine Curran, Deputy State Historic Preservation Officer _____
OPRD Heritage Programs Date

Attachment A -- Scope of Work

2022 Heritage Program Grants LGBTQ+ experience National Register Nominations (HP-22-04)

Grantee: City of Portland

Grant Amount: \$30,000 **Match Amount:** \$0

Project Summary: Complete two nominations to the National Register for properties associated with the LGBTQ+ experience in Portland.

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. National Register Nominations

Contractor/Consultant	\$30,000
Total:	\$30,000
Total Project Budget:	\$30,000

WORK DESCRIPTION

1. National Register Nominations **\$30,000**

Products:

Complete two nominations to the National Register for properties associated with the LGBTQ+ experience in Portland. - complete all required documentation for the nomination

Standards and Provisions:

- The completed National Register documentation must meet the requirements set forth in National Register bulletins (especially "How to Complete the National Register Registration Form" and "How to Apply the National Register Criteria for Evaluation") and the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology.
- Property selection must be approved by SHPO staff.
- Two copies of all materials shall be generated: one for the grantee and one for the SHPO.
- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service.

"This publication has been funded with the assistance of a matching grant-in-aid from the Oregon State Historic Preservation Office and the Historic Preservation Fund, National Park Service, Department of the Interior. Any opinion, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of the Interior. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, National Park Service, 1201 Eye Street, NW (2740) Washington, DC 20005"

"The activity that is the subject of this [type of publication] has been financed [in part/entirely] with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior."

Attachment B
Standard Terms and Conditions – Heritage Programs Grants

1. **Authority:** ORS 358.583(3)(a) authorizes the Oregon Heritage Commission to expend funds for museum related projects throughout Oregon.
2. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grantee shall receive approval on a final work plan from the State.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
5. **Statement of Support:** All publicity, visual or oral, for 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 and the Oregon Cultural Trust."* A sign to that effect, provided by the State, may be required on the project site as well.
6. **Reporting:** Grantee shall submit written progress reports and a final report as described in the grants manual and on forms provided by State.
7. **Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **six month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdgrants.org.
8. **Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **May 15**, of each grant year. The Fiscal Year-End Request for Reimbursement must be submitted to OPRD by **June 30**.
9. **Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Oregon Museum Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, date volunteered, hours worked, at and rate used for match to be eligible.
10. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis and only for the Project described in Attachment A, Project Overview. OPRD shall pay Grantee upon OPRD's approval of Grantee's invoices submitted to OPRD for completed services and deliverables, but only after OPRD has determined that Grantee has completed, and OPRD has accepted, the invoiced services. Advance payments may be provided under conditions outlined in the grant guidelines, located on the OPRD website. In addition to the reimbursement requested upon completion of the Project, Grantee may request mid-Project reimbursements for costs accrued to date.
11. **Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a completed Grant Impact and Evaluation Form (located in the Grant Guidelines), a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.
12. **Invoices and Payments:** Invoices submitted for payment must include OPRD's grant agreement number. Grantee shall submit invoices requesting payment to OPRD's Contract Administrator for approval or as may be otherwise designated through written notice.
13. **Records Administration:** The Grantee shall maintain all records necessary to properly account for

the payments made to the Grantee for costs authorized by this Agreement. These records shall be retained by the Grantee for at least six years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Grantee agrees to allow State auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

14. **Tax Obligations:** Grantee will be responsible for any federal or state taxes applicable to payments under this Agreement.
15. **Indemnity Clause: The Grantee shall defend, save, and hold harmless State and, its officers, agents, employees and members, from all claims, suits or actions of whatever nature resulting from or arising out of the activities of the Grantee or its contractors, agents or employees under this Agreement.**
16. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
17. **Repayment:** In the event that the Grantee spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
18. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
19. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified herein and expressly described as intended beneficiary of the terms of this Agreement, or given specific authority under the Agreement.
20. **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 to the other party's contact identified in the Agreement. 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. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
21. **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. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions."

22. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
23. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
24. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.