

Council Business Meeting

April 17, 2017

Title: Approval of CLG Grant

From: Fotini Kaufman

Assistant Planner, Community
Development Department

fotini.kaufman@ashland.or.us

Summary:

The Planning Division asks the City Council to approve signature of the Grant Agreement for a Certified Local Government (CLG) grant of \$12,500 from the State Historic Preservation Office (SHPO). The bulk of the grant is to hire a consultant to assist with the revision of the demolition ordinance in Ashland Municipal Code 15.04.210 – 15.04.216. A smaller portion is for Historic Preservation Month activities and to allow a Historic Commissioner's attendance at the Oregon Heritage Conference in Bend.

Staff Recommendation:

Staff recommends the Council approve the acceptance of the 2018 CLG Grant.

Resource Requirements:

Staff time is required to work with the consultant in developing the draft ordinance revisions and to administer the grant.

Policies, Plans and Goals Supported:

Ashland Municipal Code 15.04.210 - Demolition Ordinance

Ashland Comprehensive Plan, Chapter 1 Ashland, A Historical Overview, Goal 1.30

Ashland Climate and Energy Action Plan, Strategy CM-3-3

Background and Additional Information:

The City's administrative policy requires the Council to authorize acceptance of a grant \$10,000 or more. The City of Ashland has been awarded a grant from the State Historic Preservation Office for \$12,500. The bulk of the money (\$11,640) will be used to hire a professional consultant to assist with revising the demolition ordinance.

The objective is to revise the demolition and relocation standards to be more clear and objective, consistent with State of Oregon building code terminology and to better address designated historic properties. The final deliverable would be a revised demolition ordinance that is ready for the formal adoption process. The grant will be matched by staff time and Historic Commissioner volunteer time.

The demolition ordinance was updated in 2000 and focuses on sustainability and keeping building materials out of waste stream. The current demolition and relocation standards lack specificity. As a result, the demolition permit process has proven confusing to applicants and is

difficult to administer. In addition, the preservation of historic structures is not directly addressed by the demolition permit process.

When the ordinance was updated in 2000, concerns about owner consent to designate or opt out of the historic district prevented the full incorporation of designated historic resources in the demolition ordinance. However, a recent court case and subsequent Statewide Planning Goal 5 rule changes provide clarification about and limits to opting out of a historic district. As a result, cities and counties now have the option of incorporating preservation of historic resources into local demolition ordinances.

Ashland has four historic districts that were listed on the National Register of Historic Places between 1999 and 2002. There are over 1700 properties in the district including nearly 900 significant historic resources.

The CLG program is designed to promote historic preservation at the local level. It is a federal program of the National Park Service that is administered by the Oregon State Historic Preservation Office. Local governments must meet certain qualifications to become "certified" and thereby qualify to receive matching grants from Oregon State Historic Preservation Office. The City of Ashland is a Certified Local Government.

Attachments:

- 1) 2018 CLG Grant Agreement



Oregon

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

www.oregonheritage.org



March 13, 2018

Fotini Kaufman
City of Ashland
51 Winburn Way
Ashland, OR 97520

Dear Fotini:

Congratulations! Your application for a 2018 Certified Local Government Grant has been funded for the amount and purpose listed below.

Grant Amount: \$12,500

Grant No.: OR-18-02

Start Date: 3/16/2018

End Date: 8/30/2019

Summary: Offer preservation month activities including tours and awards ceremonies. Complete preservation ordinance revision, including the demolition ordinance. Grant administration and review and compliance. Send staff and commissioners to approved trainings and conferences.

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.

Sincerely,

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

Enclosures



Grant Agreement
2018 Certified Local Government Grant (OR-18-02)

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 Ashland
20 E Main Street
Ashland, OR 97520

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, the Project shall be completed on 8/30/2019
3. **AGREEMENT COSTS:** The State agrees to pay the Grantee a maximum of \$12,500 for costs authorized by this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**
Attachment A: Scope of Work
Attachment B: Federal Requirements
Attachment C: Standard Terms and Conditions
Attachment D: Reporting and Reimbursement
Attachment E: Insurance Requirements

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

2018 Certified Local Government Grant (OR-18-02)

Grantee: City of Ashland

Grant Amount: \$12,500 **Match Amount:** \$15,970 **Estimated Overmatch:** \$0

Project Summary: Offer preservation month activities including tours and awards ceremonies. Complete preservation ordinance revision, including the demolition ordinance. Grant administration and review and compliance. Send staff and commissioners to approved trainings and conferences.

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 time	\$1,006	
	Total	\$1,006
2. Other Preservation Activities		
Volunteer time	\$277	
Registration	\$100	
Travel	\$635	
	Total	\$1,011
3. Planning - CLG		
Staff time	\$3,706	
Contractor	\$11,640	
	Total	\$15,346
4. Public Education - CLG		
Volunteer time	\$287	
Materials & equipment	\$125	
	Total	\$412
5. Review and Compliance		
Volunteer time	\$4,274	
Staff time	\$6,422	
	Total	\$10,696
	Total Project Budget	\$28,471

WORK DESCRIPTION

1. Administration \$1,006

Products:

Standards and Provisions:

Project Standards:

- Allowable costs and services must be related to the administration of this grant: application/contract processing, project oversight, reimbursement requests, etc.
- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.

Attachment A -- Scope of Work

2018 Certified Local Government Grant (OR-18-02)

Grantee: City of Ashland

Grant Amount: \$12,500

Match Amount: \$15,970

Estimated Overmatch: \$0

2· Other Preservation Activities \$1,011

Products:

Standards and Provisions:

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 in the Historic Preservation Fund manual, 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."
- 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"

- Pictures of exhibits, programs and events are required for reimbursement. Digital images of 300dpi or higher are required.

3· Planning - CLG \$15,346

Products:

Standards and Provisions:

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 grantee must maintain records of cases it reviews and the decisions it make.
- 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.

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Attachment A -- Scope of Work

2018 Certified Local Government Grant (OR-18-02)

Grantee: City of Ashland

Grant Amount: \$12,500 **Match Amount:** \$15,970 **Estimated Overmatch:** \$0

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."

4. Public Education - CLG \$412

Products:

Standards and Provisions:

Project Standards:

- Prior to starting the public education project, the grant recipient must receive written approval from Oregon Heritage on the final work plan and final draft of publications prior to printing and distribution.
- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- Prior to publication, a draft of all products, newsletters, brochures, etc. must be submitted to and approved by Oregon Heritage.
- Information in all interpretive materials must be authentic and documented.
- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service.

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- Pictures of exhibits, programs and events are required for reimbursement. Digital images of 300dpi or higher are required.
- Copies of flyers, articles, programs, publications, etc. are required for reimbursement.

5. Review and Compliance \$10,696

Attachment A -- Scope of Work

2018 Certified Local Government Grant (OR-18-02)

Grantee: City of Ashland

Grant Amount: \$12,500

Match Amount: \$15,970

Estimated Overmatch: \$0

Products:

Standards and Provisions:

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 grantee must maintain records of cases it reviews and the decisions it make.
- 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"

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ATTACHMENT B
Information required by 2 CFR § 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): City of Ashland
2. Subrecipient's DUNS number: 076395508
3. Federal Award: P18AS00073
4. Federal Award Date:
5. Sub-award Period of Performance Start and End Date: From 3/16/2018 to 8/30/2019
6. Total Amount of Federal Funds Obligated by the Agreement: \$12,500
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$12,500
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$12,500
9. Federal Award Project Description:
Offer preservation month activities including tours and awards ceremonies. Complete preservation ordinance revision, including the demolition ordinance. Grant administration and review and compliance. Send staff and commissioners to approved trainings and conferences.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: National Park Service
 - (b) Name of pass-through entity: State Parks and Recreation, Oregon
 - (c) Contact information for awarding official of pass-through entity:
*Christine Curran, Deputy State Historic Preservation Officer
State Historic Preservation Office
Oregon Parks and Recreation Department
725 Summer Street NE, Suite C
Salem, Oregon 97301*
11. CFDA Number and Name: 15-904 Historic Preservation Fund Grants in Aid
Amount: \$12,500
12. Is Award Research and Development? No
13. Indirect cost rate for the Federal award: 0%

*For the purposes of this Exhibit, the term "Subrecipient" refers to the Grantee, and the term "pass-through entity" refers to State Parks and Recreation, Oregon.

Attachment C
Standard Terms and Conditions – Historic Preservation Fund Grants

1. **Authority:** ORS 358.590 (3) authorizes the Oregon Parks and Recreation Department to award grants for heritage projects throughout Oregon.
2. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, Title 23 U.S.C Section 206, Federal Highway Administration (FHWA) Recreational Trails Program Guidance, FHWA Form-1273 (Attachment C), Oregon's Recreational Trails Program Manual, 2 CFR Part 200, and federal, state, and local program guidelines.
3. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grantee shall receive approval on a final work plan from the State.
4. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
5. **Employment Practices Clause:** In carrying out its responsibilities under this agreement, the Grantee 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.
6. **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. Grantee shall ensure that it and each of its subgrantee(s), contractor(s), and subcontractor(s) complies with the insurance requirements provided in Attachment E.
7. **Reporting:** Grantee shall submit progress reports and a final report as described in the grants manual and on a reporting system provided by State.
8. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis and only for the Project described in Attachment A, Project Overview. Advance payments may be provided under hardship conditions. In addition to the reimbursement requested upon completion of the Project, Grantee may request a mid-Project reimbursement for costs accrued to date.
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 CLG Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, date volunteered, hours worked, location worked at and rate used for match to be eligible.
10. **Records Administration:** Grantee shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Grantee for costs authorized by this contract. These records shall be retained by the Grantee for at least six years after the contract terminates, or until all audits initiated within the six years, have been completed, whichever is later. The Grantee agrees to allow Federal and State auditors, and Federal 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.

11. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased and any property on which development work was completed by Grantee as part of the Project services rendered by Grantee.
12. **Preservation Agreements and Covenants:** Development projects on historic properties are subject to a preservation agreement.
13. **Tax Obligations:** Grantee will be responsible for any federal or state taxes applicable to payments under this Agreement.
14. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

15. **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.
16. **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.
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. **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.
19. **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.
20. **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.
21. **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.
22. **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.

23. **Super Circular Requirements.** Grantee will comply with 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

Attachment D
Reporting and Payment – Historic Preservation Fund Grants

1. **Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at oprdragrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. The request must also include documentation for all match expenses, as eligible under the rules, policies, and guidelines for the Recreational Trails Program, which may be found at www.oregon.gov/oprd/grants/pages/trails_more.aspx. Grantee may request reimbursement as often as monthly for costs accrued to date. A progress report submitted OPRD's online grant management system is required with each reimbursement request.
2. **State Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses including matching expenses, if any, accrued up to June 30, of each state fiscal year. The State Fiscal Year-End Reimbursement Request must be submitted to OPRD by July 15th of each year.
3. **Reimbursement Terms:** The total estimated project cost is included in the grant agreement. Subject to and in accordance with the terms and conditions of this Agreement, OPRD shall provide Grant Funds to Grantee for the project in an amount not to exceed the amount awarded in the grant agreement, whichever is less, for eligible costs of work completed. Grantee shall accept the Grant Funds and provide Match Funds for the Project as required by the grant.
4. **Progress Reports:** The Grantee shall report to OPRD regarding the status and progress of the project as follows:

For the year one period beginning March 15, ending June 30:	report is due July 15
For the year one/two period beginning July 1, ending June 30:	report is due July 15
For the year two period beginning July 1, ending August 31:	report is due September 15

Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdragrants.org.

5. **Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties unless noted otherwise on the Notice to Proceed letter. Unless otherwise terminated or extended, the Project shall be completed by **March 31, 2020**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee. No grant funds shall be available for any expenditures after the Project Completion Date.
6. **Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project and Final Report.
7. **Final Report:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and digital pictures of the completed project to OPRD within 45 days of the Project Completion Date or the required deadlines, whichever is first.. OPRD may, at its sole discretion, conduct appropriate inspections of the Project within a reasonable time following submission of the Final Report. Grantee shall assist OPRD and cooperate fully to the satisfaction of OPRD with all inspections that OPRD conducts.

ATTACHMENT E

Insurance Requirements

GENERAL.

Grantee shall require in its first tier contracts (for the performance of work on the Project) with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commencing 3/12/2018, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Oregon Parks and Recreation Department ("OPRD"). Grantee shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the contracts permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Grantee permit work under a contract when Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a contract in which the Grantee is a party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OPRD. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following coverage amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, OPRD, its officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, either "tail" coverage or continuous "claims made" liability coverage must be maintained, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the contract, for a minimum of 24 months following the later of : (i) the contractor's completion and

Grantee's acceptance of all services required under the subagreement or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OPRD may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OPRD approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Grantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.