

**CITY OF COOS BAY CITY COUNCIL**  
**Agenda Staff Report**

<b>MEETING DATE</b> April 19, 2016	<b>AGENDA ITEM NUMBER</b> Consent Calendar
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TO: Mayor Shoji and City Councilors

FROM: Eric Day, Community Development Director  
Debbie Erler, Planner 1

THROUGH: Rodger Craddock, City Manager

**ISSUE**      **ACCEPTENCE OF CERTIFIED LOCAL GOVERNMENT GRANT**  
**Oregon Heritage Grant 2015-2017 for \$12,000**

**BACKGROUND**

In October of 2015 the City Council approved Ordinance 471, which established the historic preservation process to identify recognize, and preserve significant properties and to encourage the rehabilitation of historic buildings and structures. The City Council also approved Ordinance 472 which amended the duties of the Design Assistance Team to include acting as the City’s Historic Preservation Committee.

The Certified Local Government (CLG) Program is a federal program (National Park Service) that is administered by the Oregon State Historic Preservation Office (SHPO). The City’s request to participate in the program was approved on March 14, 2016.

As a CLG Community the City is eligible for grants that can be used for committee and staff education/training; public education/training and restoration projects. Staff recently completed the grant application and was awarded for \$12,000.

**ADVANTAGES:**

The grant was approved for the following projects (as outlined in the attached agreement):

***DEVELOPMENT:*** Provide an incentive to property owners with commercial Historic property in the Downtown or Empire Urban Renewal District that a listed on the National Registry and on our Local Landmark Registry, by offering a “Pass Through Grant” for Exterior structural upgrades/enhancements and needed repairs or improvement, with owner match and/or the possibility of a City funded “Façade Improvement Grant” or owner to make preservation more affordable and to encourage property owners to make such changes consistent with the properties history.

***PUBLIC EDUCATION:*** As a new CLG Community we want to inform historic property owners and the public of the new Historic Preservation “Local Landmark Registry” and promote historic properties in our community to help instill an appreciation for our local history. Public displays are a great way to inform the public where they gather, such as the monthly “Wine Walk” in businesses located in Downtown Coos Bay, which includes some historic properties. One public display a month in the lobby at City Hall or the Coos Bay Library would allow many different groups that use the Council Chambers, or visit City Hall, the library or our Visitor Information Center and Museums to see photos and read pamphlets about local historic properties.

**OTHER PRESERVATION ACTIVITIES:** *Provide training and education for the new Historic Preservation Committee (Design Assistance Team) and planning staff so they can better administrator the new Historic Preservation Ordinance and assist the public. The Committee and staff will attend the Oregon Heritage Conference in May of 2016; staff and a committee member(s) would attend CLG workshop in the fall of 2016.*

**DISADVANTAGES:**

None.

**BUDGET IMPLICATIONS:**

All expenses will be paid from grant funds (\$12,000) for approved grant projects. Community Development Department staff will administer the grant (complete the required grant reports).

**ACTION REQUESTED:**

If it pleases the Council, authorize the Mayor to sign the 2016 Certified Local Government Grant Agreement (OR-16-05) for \$12,000, subject to the noted standards terms and conditions.

Attachment: 2016 Certified Local Government Grant Agreement

**Grant Agreement**  
**2016 Certified Local Government Grant (OR-16-05)**

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 Coos Bay**  
**500 Central Ave**  
**Coos Bay, OR 97420**

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 8/31/2017
3. **AGREEMENT COSTS:** The State agrees to pay the Grantee a maximum of \$12,000 for costs authorized by this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**  
Attachment A: Scope of Work  
Attachment B: Standard Terms and Conditions
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, Manager  
OPRD Heritage Programs

\_\_\_\_\_  
Date

**Attachment A -- Scope of Work**

**2016 Certified Local Government Grant (OR-16-05)**

**Grantee:** City of Coos Bay

**Grant Amount:** \$12,000      **Match Amount:** \$12,000      **Estimated Overmatch:** \$0

**Project Summary:** Offer a pass-through grant for development on properties listed on the National Register. Have an information table at community events and locations once a month. Training for staff and commissioners at the Oregon Heritage Conference or other approved trainings.

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. Development - CLG		
Volunteer hours	\$637	
Staff time	\$1,061	
Materials & Supplies	\$100	
Contractor	\$3,500	
	Total	\$5,298
2. Other Preservation Activities		
Volunteer time	\$2,612	
Staff time	\$6,489	
Conference travel and costs	\$7,021	
	Total	\$16,122
3. Public Education		
Volunteer time	\$445	
Staff time	\$760	
Materials & Equipment	\$1,375	
	Total	\$2,580
	<b>Total Project Budget</b>	<b>\$24,000</b>

**WORK DESCRIPTION**

**1. Development - CLG      \$5,298**

**Products:**

- Offer a pass-through grant for development on properties listed on the National Register.
- Before, during and after pictures are required for reimbursement. Digital images of 300dpi or higher are preferred. If the images are not digital, then prints must be professionally printed.
- A project sign must be displayed in a prominent location at each project site while project work is in progress. The sign must identify the project and SHPO and National Park Service grant support. "This project is being funded in part by a matching grant from the Oregon State Historic Preservation Office."
- Pass through grants to property owners require a signed preservation agreement.

**Standards and Provisions:**

Project Standards:

- Properties must be on the National Register of Historic Places or contributing to a National Register district to qualify for rehabilitation project funding.
- Prior to starting the rehabilitation project, the grant recipient must submit a work plan for the project to the SHPO and receive written approval of that work plan. This should include current photos, historic photos and basic drawings, plus a description of materials and methods to be used.
- The approved work plan should be used for requesting bids from contractors. Approved procedures for selecting a contractor must be followed, including obtaining at least three bids if the work is over \$10,000. The grant recipient must submit to the Heritage Programs copies of all contracts with contractors for completing the work described in the work plan.
- The work plan and the actual work must conform to the Secretary of the Interior's "Standards for Rehabilitation" (1990 revised version). Work that does not meet these standards is ineligible for reimbursement.
- A project sign must be displayed in a prominent location at each project site while project work is in progress. The sign must identify the project and SHPO and National Park Service grant support. "This project is being funded in part by a matching grant from the Oregon State Historic Preservation Office and the National Park Service."

**2 · Other Preservation Activities                      \$16,122**

**Products:**

Training for staff and commissioners at the Oregon Heritage Conference or other approved trainings.

**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 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."
- 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 National Park Service. 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, 1849 C Street, NW, Washington, D.C. 20240."

"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."

- Pictures of exhibits, programs and events are required for reimbursement. Digital images of 300dpi or higher are preferred. If the images are not digital, then prints must be professionally printed.

**3 · Public Education    \$2,580**

**Products:**

Have an information table at community events and locations once a month.

- Summary of events, number of participants, when events took place electronic copies of outreach efforts (press releases, flyers, etc.)
- Pictures of exhibits, programs and events are required for reimbursement. Digital images of 300dpi or higher are preferred. If the images are not digital, then prints must be professionally printed.

**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.

"This publication has been funded with the assistance of a matching grant-in-aid from the Oregon State Historic Preservation Office and the National Park Service. 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, 1849 C Street, NW, Washington, D.C. 20240."

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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 Coos Bay
2. Subrecipient's DUNS number: 933690752
3. Federal Award:
4. Federal Award Date:
5. Sub-award Period of Performance Start and End Date: From to 8/31/2017
6. Total Amount of Federal Funds Obligated by the Agreement: \$12,000
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$12,000
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$12,000
9. Federal Award Project Description:  
*Offer a pass-through grant for development on properties listed on the National Register. Have an information table at community events and locations once a month. Training for staff and commissioners at the Oregon Heritage Conference or other approved trainings.*
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: \$12,000
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. **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. **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.
5. **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.
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. **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.
8. **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.
9. **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.
10. **Tax Obligations:** Grantee will be responsible for any federal or state taxes applicable to payments under this Agreement.
11. **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 ("Indemnitee") 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.