



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



June 29, 2023

John Walsh
City of St Helens
265 The Strand
PO Box 278
St Helens, OR 97051

Dear John:

Congratulations! Your application for a 2023 Memorial has been funded for the amount and purpose listed below.

Grant Amount: \$32,875

Grant No.: VWM-23-01

Start Date: 7/1/2023

End Date: 5/15/2025

Summary: Install 7 new branch of service monuments and 7 corresponding flags and an ADA-accessible concrete walkway leading to the new monuments at the existing McCormick Park Veterans Memorial in St Helens.

Enclosed is the grant agreement. Carefully review the scope of work and requirements for each category to be sure they are summarized correctly and check all other grant requirements. Please sign via Adobe sign email. 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. You will receive the fully executed agreement by email once both parties have signed.

Once the agreement is fully executed, confirm by email that there are no changes to the project based on the application. If there are changes from the application, submit a scope change request as a progress report in the OPRD grants online system.

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@oprds.oregon.gov

enclosures

Grant Agreement

Memorial (VWM-23-01)

2023

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 St Helens
265 The Strand
St Helens, OR 97051**

or designated representative, hereinafter referred to as the "Grantee."

1. **GENERAL PURPOSE:** The general purpose of this agreement is for the Grantee to carry out the following, as specifically described, and in accordance with specific requirements and standards, in Attachment A: Install 7 new branch of service monuments and 7 corresponding flags and an ADA-accessible concrete walkway leading to the new monuments at the existing McCormick Park Veterans Memorial in St Helens. (Hereinafter referred to as "the Project").
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties and approved as required by law ("Effective Date"). The Project shall be completed by 5/15/2025 ("Project Completion Date").
3. **AGREEMENT DOCUMENTS:** Included as Part of this Agreement are the following attachments, which are incorporated herein by this reference in their entirety:
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; and Attachment B including appendices thereto.
4. **GENERAL SUMMARY OF OBLIGATIONS:** Grantee agrees to abide by the terms and conditions of this Agreement in consideration for reimbursement by OPRD through the Memorial as specifically provided for herein, and up to a maximum amount of \$32,875 (hereinafter referred to as the "Grant Award"). This amount may not be increased without a written amendment(s) to this Agreement. The Budget is set forth in Attachment A. Grantee shall not submit, and OPRD is not obligated to pay, any reimbursement request for expenditures that occur before the Effective Date or after the Project Completion Date.
5. **NOTICES:** Except as otherwise expressly provided for in this Agreement, any notices or demands required or permitted to be given hereunder shall be given in writing by personal delivery, or mailing, or email, to the following addresses as either Party may hereafter indicate pursuant to this section. Any such notice or demand so addressed and mailed shall be deemed to be given five (5) business days after mailing except for notice or demand by personal delivery that will be deemed given when actually delivered. 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
John Walsh City of St Helens 265 The Strand St Helens, OR 97051 jwalsh@sthelensoregon.gov	Jennifer Dimsho City of St Helens 265 The Strand St Helens, OR 97051 503-366-8207 jdimsho@sthelensoregon.gov	Kuri Gill Grant and Outreach Coordinator Oregon Heritage Oregon Parks & Recreation Dept 725 Summer St NE, Suite C Salem, OR 97301

6. SIGNATURES:

The Parties, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, have full power and authority to bind their respective Party and agree to be bound by the terms and condition of this Agreement.

GRANTEE: John Walsh
John Walsh (Jun 29, 2023 14:39 PDT)

Signature, Authorized Representative

John Walsh

City Administrator

Name and Title of Signer (Type or Print)

06/29/23

Date

STATE:

Christine Curran

Christine Curran, Deputy State Historic Preservation Officer
OPRD Heritage Programs

06/29/23

Date

Attachment A -- Scope of Work

I. GENERAL

McCormick Park Veterans Memorial Expansion (VWM-23-01)

Grantee: City of St Helens

Grant Amount: \$32,875 **Match Amount:** \$28,130

Project Summary: Install 7 new branch of service monuments and 7 corresponding flags and an ADA-accessible concrete walkway leading to the new monuments at the existing McCormick Park Veterans Memorial in St Helens.

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.

II. BUDGET

1. Veteran Memorial

Other	\$500
Materials and Equipment	\$5,175
Contractor/Consultant	\$27,200
Total:	\$32,875
Total Project Budget:	\$32,875

III. WORK DESCRIPTION

1. Veteran Memorial **\$32,875**

Products:

Install seven new branch of service monuments and seven corresponding flags at the existing McCormick Park Veterans Memorial. It will include an ADA-accessible concrete walkway leading to the new monuments in St. Helens. -Pave additional approximately 300 sq. ft. of concrete -Install seven new pedestals -Install corresponding branch of service flags for the US Army, the Marines, the Navy, the Air Force, the Coast Guard, the Merchant Marines, and the the Space Force. -Engrave short narrative on each granite pedestal with their corresponding seal.

Standards and Provisions:

- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- Prior to starting the project, the grant recipient must submit a work plan for the project to Heritage Programs and receive written approval of that work plan. If the work plan matches the grant application, an email indicating that is the plan sufficient.
- 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 OPRD grant support.
- Credit must be given to the Oregon Parks and Recreation Department in brochures, news releases, programs, publications, and other printed materials.
- Before, during and after pictures are required for reimbursement. Digital images of 300dpi or higher are required.

Attachment B
Standard Terms and Conditions –Veterans and War Memorials Grants

1. **Authority:** ORS 390.124 authorizes the Oregon Parks and Recreation Department to expend funds for Veterans and War Memorials 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 Parks and Recreation Department."* 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 guidelines 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 oprdrgrants.org.
8. **Fiscal Year-End Request for Reimbursement:** If the grant period spans the fiscal year end, the Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each grant year. The Fiscal Year-End Request for Reimbursement must be submitted to OPRD by **July 10**.
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 Veterans and War Memorials 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.
11. **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.
12. **Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request, a completed Grant Impact and Evaluation Form (located in the Grant Guidelines and in an online survey accessed through the OPRD website), and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.
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. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
14. **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.**
15. **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.

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.