

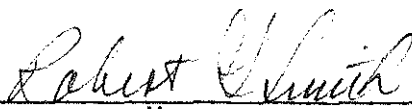
A RESOLUTION AUTHORIZING THE MAYOR)
AND RECORDER TO EXECUTE AN AGREEMENT)
WITH HERITAGE INVESTMENT CORP. AND)
ALLEN, McMATH & HAWKINS FOR COMPLETION)
OF A HISTORIC SURVEY AND INVENTORY.)

RESOLUTION NO. 28
for 1983

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

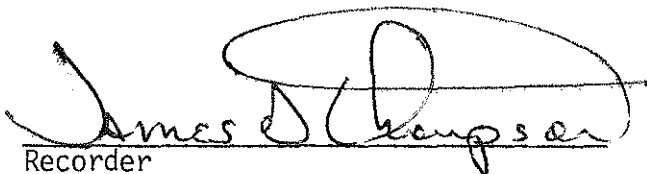
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to execute an agreement with Heritage Investment Corp. and Allen, McMath & Hawkins for completion of a Historic Inventory and Survey. Funding for such survey to be provided by the State Historic Preservation office and local in-kind matching funds.

Passed by the Council by a vote of 6 for and 0 against and approved by the Mayor this 26th day of October, 1983.



Mayor

ATTEST:



Recorder

CULTURAL RESOURCES SURVEY AND INVENTORY PROJECT AGREEMENT

This agreement is made this 5th day of Jan., 1984, by and between the State of Oregon, by and through its Department of Transportation, Parks and Recreation Division, by its Historic Preservation Officer, hereinafter referred to as State, and City of Lebanon, herein referred to as proponent.

WHEREAS, the State Historic Preservation Office is charged with the responsibility of survey and planning with regard to cultural resources in Oregon under the program authorized by the National Historic Preservation Act of 1966, 16 USC s. 470; and

WHEREAS, the State Parks Administrator has been designated by the Governor as the State Historic Preservation Officer with authority to direct the program of maintaining the Statewide Inventory of Historic Properties, nominating properties to the National Register of Historic Places, and applying to the Department of the Interior for federal grants for historic preservation acquisitions and development; and

WHEREAS, the State Historic Preservation Office has insufficient staff to adequately carry out the survey and inventory responsibilities under the National Historic Preservation Act of 1966, but has been allocated federal matching funds to fulfill the surveying, planning and nomination responsibilities authorized by the National Historic Preservation Act of 1966; and

WHEREAS, the Oregon Department of Land Conservation and Development requires identification and protection of cultural resources under Goal 5 for the development of local comprehensive plans;

NOW, THEREFORE, it is agreed between the parties as follows:

PROPONENT AGREES:

1. Proponent agrees to conduct a comprehensive cultural resource survey of the area specified below, to include buildings, structures, districts, sites and objects, and shall compile an inventory of significant properties within the survey area. Following is a description of the work product which proponent agrees to provide State.

- a. The basic survey area shall consist of: The City of Lebanon and its urban growth boundary.
- b. The survey and inventory effort carried out under terms of this agreement may include prehistoric archeological sites.
- c. Proponent shall supply professional credentials of the principal project supervisor and those chiefly responsible for evaluating survey data to produce the inventory.
- d. Proponent shall supply a summary report of results of the project which shall include methods used to compile and evaluate survey data, criteria for evaluation, scope and intent of the project, both geographically and chronologically, summary of findings and recommendations for further work desirable in the survey and inventory efforts of the locale.
- e. Proponent shall supply a complete Statewide Inventory of Historic Properties form or other form mutually satisfactory to the parties, for each significant primary and secondary cultural resource identified within the survey area. For purposes of this agreement, "cultural resource" shall be defined as a district, ensemble, building, structure, site, or object representative of the concepts, habits, skills, arts, instruments, and institutions of a given people at a given time. Generally, a "primary cultural resource" shall be defined as a resource associated with the earliest historic period of development represented within the survey area. A "secondary cultural resource" shall be defined as a resource associated with the subsequent, or "secondary" historic period of development represented within the survey area. A separate resource group for prehistoric resources may be added if an archeological component is included in the work product agreed upon by the parties.
- f. Significance of cultural resources within the survey area shall be evaluated according to criteria mutually acceptable to the parties hereto.
- g. Proponent shall supply a base map of adequate scale, or other type of exhibit mutually acceptable to the parties, giving the pin-point location of each cultural resource for which an inventory form has been produced under the terms of this agreement. Proponent shall key inventory sheets to pinpoint locations on the base map or any other type of exhibit which is not an integral part of the inventory form.

- h. Proponent shall supply at least one 3 x 5-inch black and white glossy photograph as an attachment to each inventory form produced under the terms of this agreement. If Proponent does not have access to a permanent records-keeping facility staffed to maintain photographic negatives and to fulfill requests of the public and other agencies for prints of photographs produced under terms of this agreement, Proponent shall submit negatives to State for storage.
- i. Proponent shall submit to State as part of the final work product under terms of this agreement, detailed documentation of proponent's total material and labor expenditures in carrying out the work of the project.
2. Proponent agrees that the National Park Service, U.S. Department of the Interior, shall be credited as the source of federal match-fund assistance in any published version of the cultural resource inventory produced under terms of this agreement.
 3. Proponent agrees that, for audit purposes as may be required, State and the Federal Government shall have access to the books, records and documents of Proponent which pertain to this agreement.
 4. Proponent shall not receive payment from any other State agency for the work which is being performed as a part of this agreement.
 5. Proponent agrees that none of the work conducted pursuant to this agreement shall be subcontracted without the written approval of State.
 6. Proponent agrees to comply with the requirements of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973.
 7. Proponent agrees that attached Exhibit A, hereto and made a part of this agreement, shall include, but is not limited to, the scope, procedures and budget the Proponent shall follow for carrying out the project and any changes or modifications to project as, outlined in Exhibit A, shall require prior written approval of the State Historic Preservation Office.
 8. Proponent agrees that attached Exhibit A, page 8 of 8, is an estimated budget for the project and that all reimbursable costs and specific rates must be approved by the State of Oregon Highway Accounting Division.

STATE AGREES:

1. State agrees to reimburse the Proponent at an amount not greater than 70 percent of the costs incurred by Proponent in conducting the work as outlined in this agreement and producing the reports. State's total monetary obligation to Proponent shall not exceed \$15,000. State shall only reimburse Proponent for agreement costs incurred between the time period of November 1, 1983, through March 30, 1984. Reimbursement costs shall include all materials and labor reasonably incurred in the conduct of the project.
2. State shall bill National Park Service, Department of the Interior, within ninety days of receipt of a satisfactory report and cost statement. State at its option may partially reimburse the Proponent for Proponent's general cost prior to completion of the project. State shall retain 10 percent or \$1,500 of the State's total monetary obligation to Proponent until receipt of a final work product.
3. Government Employment Status

If this payment is to be charged against federal funds, the Proponent certifies that Proponent is not currently employed by the Federal Government.
4. Dual Payment

Proponent shall not be compensated for work performed under this contract from any other department of the State of Oregon.
5. Funds Available and Authorized

State certifies at the time the contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract within State's current appropriation of limitation.
6. Termination

This contract may be terminated by mutual consent of both parties, or by either party upon thirty days' notice, in writing and delivered by certified mail or in person.

State may terminate this contract effective upon delivery of written notice to the Proponent, or at such later date as may be established by the State, under any of the following conditions:

- a. If State funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract.
- c. If any license or certificate required by law or regulation to be held by the Proponent to provide the services required by this contract is for any reason denied, revoked or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

State, by written notice of default (including breach of contract) to the Proponent, may terminate the whole or any part of this agreement:

- a. If the Proponent fails to provide services called for by this contract within the time specified herein or any extension thereof; or
- b. If the Proponent fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from State, fails to correct such failures within ten days or such longer period as the State may authorize.

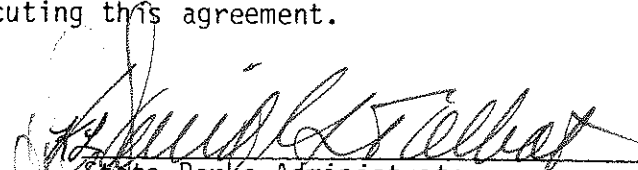
7. Nondiscrimination

Proponent agrees to comply with the requirements of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973.

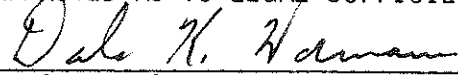
8. Signatures

The Oregon Transportation Commission, by a duly adopted delegation order (OTC Delegation Order No. 26, paragraph 2), authorized the Administrator of the State Parks and Recreation Division to act in its behalf in approving and executing this agreement.

APPROVED:


State Parks Administrator
Date: 11/24/83

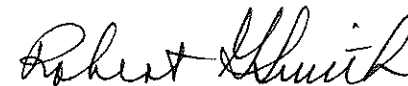
APPROVED AS TO LEGAL SUFFICIENCY:

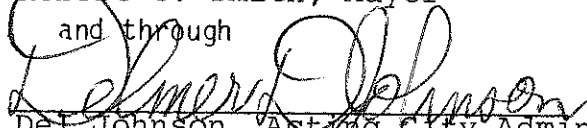

Assistant Attorney General

Date: 11/25/83


PROPONENT:

CITY OF LEBANON, OREGON

By: 
Robert G. Smith, Mayor
and through


Del Johnson, Acting City Admin
Subscribed and sworn to me this

20th day of December, 1983


Notary Public for Oregon

My Commission Expires 11-15-87

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