

MEMORANDUM

TO: Mayor and City Council

FROM: Faye Stewart, Public Works & Development Director

SUBJECT: CITY COUNCIL ADOPT RESOLUTION APPROVING A JOINT GRANT MANAGEMENT AGREEMENT BETWEEN THE CITY OF COTTAGE GROVE AND BOHEMIA FOUNDATION, INC. FOR MANAGEMENT OF THE BOHEMIA PARK ENTRY PLAZA PROJECT.

DATE: December 7, 2022

Background

On September 16, 2022 the Economic Development Administration (EDA) approved a \$1,097,807.00 grant to the City and Bohemia Foundation for the Bohemia Park Entry Plaza Improvements. City staff has been working to complete Specific Award Conditions (SACs) required by the EDA for the grant. SAC # 25 is the requirement of a Joint Grant Management Agreement between the City and the Bohemia Foundation.

Legal Counsel has prepared the Joint Grant Management Agreement and the EDA Project Manager has reviewed the agreement before adoption by the City and Bohemia Foundation. The Bohemia Foundation Board of Directors has approved a Resolution approving the Joint Grant Management Agreement. Once the City Council approves the agreement it will be submitted to the EDA meeting SAC # 25s requirement.


Recommendation

The Council adopt Resolution approving the Joint Grant Management Agreement for EDA Grant Award No. 07-79-07918.

Cost

No additional costs except what was approved in Resolution 2056.


Richard Meyers, City Manager


Faye Stewart, Public Works &
Development Director

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING AN ECONOMIC DEVELOPMENT
ADMINISTRATION GRANT FOR THE BOHEMIA PARK ENTRY PLAZA PROJECT
AND AUTHORIZING APPROVAL OF JOINT MANAGEMENT AGREEMENT**

WHEREAS, Bohemia Foundation, Inc. (Bohemia) owns fee title to certain real property located within City known as “Bohemia Park,” and as more specifically described in the Joint Management Agreement attached hereto as Exhibit A; and

WHEREAS, Bohemia has leased Bohemia Park to City for 99 years; and

WHEREAS, on May 18, 2009, Bohemia granted to City a perpetual conservation easement, evidenced by a recorded Conservation Easement Agreement, for the use of Bohemia Park as parks and outdoor recreation by, or the education of, the general public; and

WHEREAS, thereafter, on June 27, 2022, the Parties jointly submitted an Economic Development Administration (EDA) grant application for Bohemia Park Entry Plaza Project (Project); and

WHEREAS, on September 2, 2022, EDA awarded the Parties \$1,097,807, as the federal share of cost for the Project (Grant); and

WHEREAS, a condition of the Grant requires Parties to enter into a Joint Grant Management Agreement pursuant to EDA instructions and document Agreement approval by Resolution; and

WHEREAS, Bohemia has determined that the administration of this Project is beyond the capacity of its volunteer Board to perform and wishes to accept City’s offer of support to perform Grant administration and Project services; and

WHEREAS, City is qualified to administer all aspects of the Grant and Project, including but not limited to financial, construction solicitation and management, necessary environmental reviews, acquisition, and closeout procedures, due to City’s experience as a local government providing administrative and planning services, and constructing public improvements; and

WHEREAS, the City wishes to enter into the attached Joint Grant Management Agreement, to clarify the relationship between the Parties with respect to administrative duties to be provided by the City to Bohemia and Bohemia’s obligation to pay the City for those services.

NOW, THEREFORE, BE IT RESOLVED by the City of Cottage Grove as follows:

Section 1. The City Council in partnership with Bohemia hereby accept EDA’s Grant on behalf of the City in the amount of \$1,097,807.

Section 2. The City Council hereby approves the Joint Grant Management Agreement attached to this Resolution as Exhibit A.

Section 3. The City Council hereby authorizes and directs City Manager Richard Meyers to sign the Joint Grant Management Agreement and all associated documents on the City's behalf.

Section 4. This Resolution shall become effective immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY
OF _____, 2022.

Jeffrey D. Gowing, Mayor
Dated: _____

ATTEST:

Richard Meyers, City Manager
Dated _____

EXHIBIT A

RESOLUTION NO. _____

**JOINT GRANT MANAGEMENT AGREEMENT BETWEEN BOHEMIA
FOUNDATION INCORPORATED AND THE CITY OF COTTAGE GROVE**

PARTIES:

THIS AGREEMENT (Agreement) is entered into between the **City of Cottage Grove** (City), an Oregon Municipal Corporation, and **Bohemia Foundation, Inc.** (Bohemia), an Oregon Public Benefit Nonprofit Corporation, hereinafter referred to individually as “Party” and collectively referred to as “Parties.”

RECITALS:

Whereas, Bohemia owns fee title to certain real property located within City known as “Bohemia Park” and as more specifically described in the attached Exhibit A; and

Whereas, Bohemia has leased Bohemia Park to City for 99 years; and

Whereas, on May 18, 2009, Bohemia granted to City a perpetual conservation easement, evidenced by a recorded Conservation Easement Agreement, for the use of Bohemia Park as parks and outdoor recreation by, or the education of, the general public; and

Whereas, thereafter, on June 27, 2022, the Parties jointly submitted an Economic Development Administration (EDA) grant application for Bohemia Park Entry Plaza Project (Project); and

Whereas, on September 2, 2022, EDA awarded the Parties \$1,097,807, as the federal share of cost for the Project (Grant); and

Whereas, a condition of the Grant requires Parties to enter into a Joint Grant Management Agreement; and

Whereas, Bohemia has determined that the administration of this Project is beyond the capacity of its volunteer Board to perform and wishes to accept City’s offer of support to perform Grant administration and Project services; and

Whereas, City is qualified to administer all aspects of the Grant and Project, including but not limited to financial, construction solicitation and management, necessary environmental reviews, acquisition, and closeout procedures, due to City’s experience as a local government providing administrative and planning services, and constructing public improvements; and

Whereas, by this Joint Grant Management Agreement, City and Bohemia wish to clarify the relationship between the Parties with respect to administrative duties to be provided by the City to Bohemia and Bohemia’s obligation to pay the City for those services.

NOW THEREFORE, THE CITY AND BOHEMIA AGREE AS FOLLOWS:

1. **General Duties of the City.** City shall provide Grant management and Project services to Bohemia as outlined in the attached Exhibit B, Scope of Services.
2. **General Statement of Consideration.** Bohemia shall provide City with an initial payment of \$220,000 with which City shall commence Project. Thereafter, Bohemia agrees that City shall be entitled to all Project reimbursements from EDA, as consideration and compensation for City's performance under this Agreement.
3. **City to Process and Administer Project Contracts.** City will solicit, award and administer all Project contracts entered into with independent contractors and consultants per EDA approved public contracting solicitation methods. City will provide all invoices to Bohemia's Board President for review and approval prior to submittal by City to EDA for reimbursement.
4. **Grant Compliance.** Each Party agrees and understands that it is bound by the EDA grant application forms and award documents executed to receive Grant funding, including the applicable statutes and regulations. Further, each Party agrees to individually submit EDA application materials, as required.
5. **Project Ownership and Maintenance.** Bohemia will continue to own the Project site and improvements upon completions. City will operate and maintain Project improvements, once installed, pursuant to the Lease and Conservation Easement Agreement terms, upon Project completion.
6. **Cooperation.** City Manager and Bohemia's Board President shall work cooperatively to ensure compliance with this Agreement and all EDA Grant and Project requirements.
7. **Term.** This Agreement shall become effective upon the date of the last signature hereon, and shall continue in full force and effect until September 30, 2027, unless sooner terminated as provided herein.
8. **Termination of Agreement.**
 - 8.1. If, through any cause, City shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if City shall violate any of the covenants, agreements, or stipulations of this Agreement, Bohemia shall have the right to terminate this Contract by giving written notice to City of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
 - 8.2. If the Agreement is terminated by Bohemia as provided herein, City may submit reimbursement requests to EDA for services provided, expenses, and costs incurred up to the termination date.

8.3. If the Agreement is terminated by Bohemia as provided herein, copies of all finished or unfinished documents, information or reports prepared by City under this Agreement shall, at the option of Bohemia, be produced by City to Bohemia.

9. **Indemnification.** City agrees to save, defend and hold Bohemia harmless from all claims, suits, or actions of whatever nature that arise out of or result from negligent or intentional acts of City's officials, employees and agents providing service to Bohemia pursuant to this Agreement. Bohemia likewise agrees to save, defend and hold City harmless from all claims, suits or actions of whatever nature that arise or result from negligent or intentional acts of Bohemia's officials and agents in performing under this Agreement.
10. **Insurance.** The City of Cottage Grove provides insurance coverage for Bohemia Park which includes liability, property, and improvement replacement insurance.
11. **Modification.** This Agreement may not be altered, modified, supplemented, or amended in any manner, **except as authorized by this Agreement, or by mutual agreement of the Parties, which shall be in writing.** Any such alteration, modification, supplementation or amendment, if needed, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by both Parties. Any such amendments shall be provided immediately upon execution to EDA.
12. **Waiver.** No provision of this Agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of the Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision.
13. **Severability.** Parties agree that 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 the Agreement did not contain the particular term or provision held to be invalid.

14. Entire Agreement. This Agreement sets forth the entire understanding between the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the Parties with respect to such subject matter. Upon execution, the Parties agree to submit a copy of this Agreement to EDA.

CITY OF COTTAGE GROVE

BOHEMIA FOUNDATION, INC.

by _____
Richard Meyers

by _____
Faye Stewart

Title: City Manager

Title: President

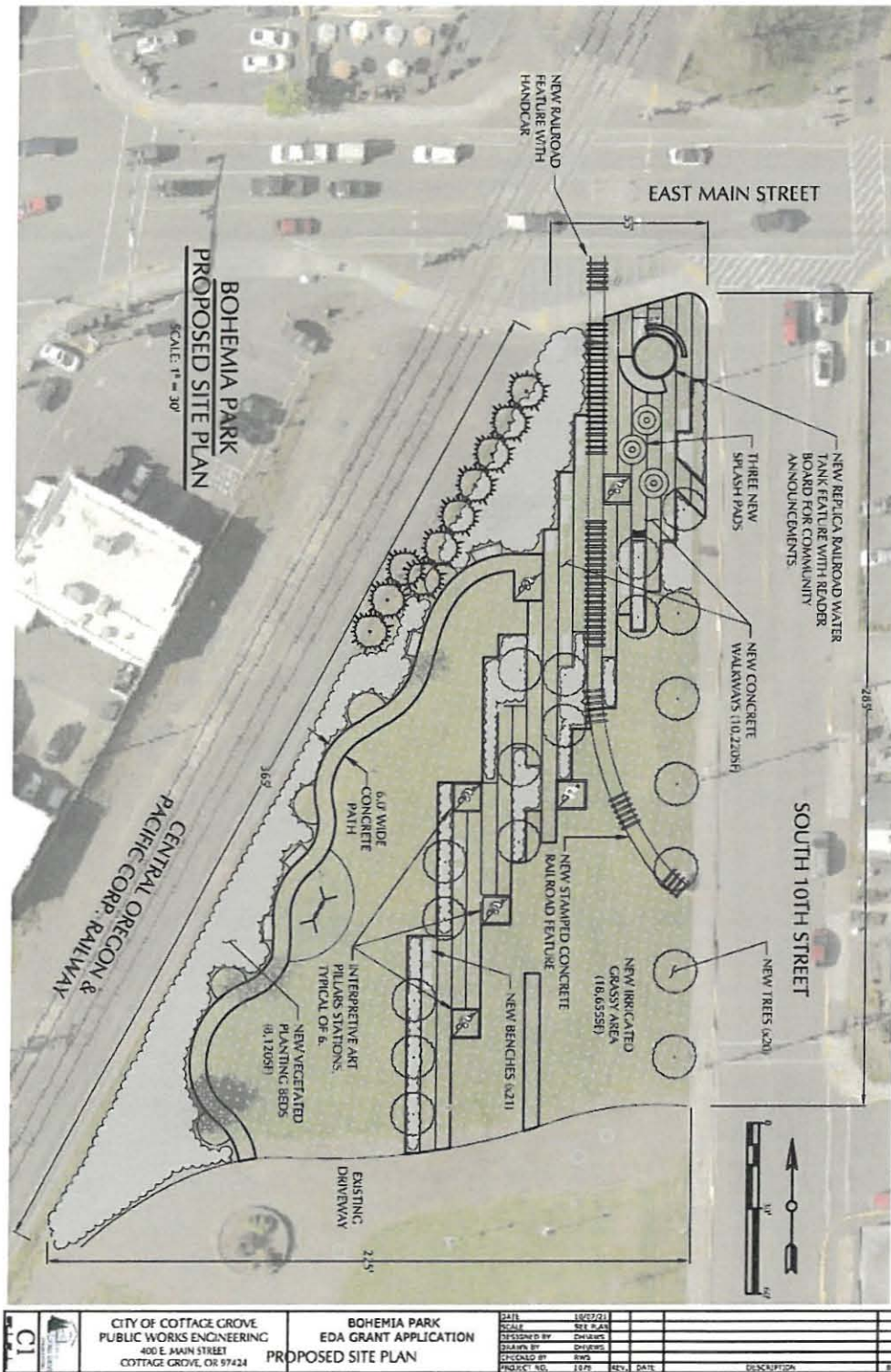
Date: _____

Date: _____

[Party addresses to be typed in prior to Execution]

EXHIBIT A

Bohemia Park EDA Project Map



	CITY OF COTTAGE GROVE PUBLIC WORKS ENGINEERING 400 E. MAIN STREET COTTAGE GROVE, OR 97424	BOHEMIA PARK EDA GRANT APPLICATION PROPOSED SITE PLAN	DATE: 10/27/21 SCALE: SEE PLAN DESIGNED BY: CHEN/MS DRAWN BY: CHEN/MS CHECKED BY: KND PROJECT NO.: 1978	REV. DATE DESCRIPTION BY
				1 2 3 4 5

EXHIBIT B

Scope of Services

A. Project Management

1. Develop a recordkeeping and filing system consistent with program guidelines.
2. Maintenance of filing system.
3. Provide general advice and technical assistance on implementation of the Project and regulatory matters pertaining thereto.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by EDA regulations.
5. Furnish necessary forms and procedures required for implementation of Project.
6. Assist in meeting all specific award condition requirements that may be stipulated in the Grant.
7. Prepare and submit to EDA documentation required by Grant.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly progress reports.
10. Prepare Recipient Disclosure Report form for signature and submittal.
11. Establish procedures to document expenditures associated with local Project administration.

B. Financial Management

1. Assist Parties in proving their ability to manage EDA financial assistance funds to the state's audit division.
2. Assist in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Submit required Accounting System Certification letter, Direct Deposit Authorization form (if applicable), and/or Depository/Authorized Signatory form to EDA.
4. Prepare all fund drawdowns on behalf of the Parties in order to ensure orderly timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to personnel on implementation of Project and regulatory matters.
7. Establish procedures to handle the use of any EDA program income.

C. Environmental Review

1. Prepare appropriate environmental review document, including possibly an environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental review document.
5. Ensure compliance with Executive Order 11988 for projects in the flood plains, as amended by Executive Order 13690.
6. Prepare Request for Release of Funds and certifications to be sent to EDA.

D. Construction Management

1. Establish procedures to document expenditures associated with local construction of the Project.
 - Determine whether and/or what EDA contract activities will be carried out in whole or in part via force account labor.
 - Determine whether or not it will be necessary to hire temporary employees to specifically carry out EDA contract activities.
 - Maintain adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Document compliance with all federal and state requirements related to equal employment opportunity.
3. Document compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer.
5. Notify EDA in writing of name, address, and phone number of appointed labor standards compliance officer.
6. Request wage rates from EDA.
7. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
8. Provide sample EDA contract documents to engineer.
9. Advertise for bids.
10. Make ten-day call to EDA.
11. Verify construction contractor eligibility with EDA.
12. Review construction contract.
13. Conduct pre-construction conference and prepare minutes.
14. Submit any reports of additional classification and rates to EDA.
15. Issue Notice of Start of Construction to EDA.
16. Review weekly payrolls, including compliance follow-ups.
17. Conduct employee interviews.
18. Process and submit change orders to EDA prior to execution.
19. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to EDA.

20. Provide general advice and technical assistance to personnel on implementation of Project and regulatory matters.

E. Audit/Closeout Procedures

1. Prepare the Final Acceptance Report for appropriate signatures to submit to the EDA.
2. Resolve any monitoring and audit findings.
3. Resolve any third-party claims.
4. Provide auditor with EDA audit guidelines.