

To: Historic Landmarks Board

From: Amy Kreimeier (AICP) Senior Planner
akreimeier@forestgrove-or.gov (503) 992-3233

Re: December 21 Agenda

Date: December 14, 2021

Memorandum

NOTE: If anyone can't make the meeting, please advise as soon as possible.

ACTION ITEMS

1. **2022 Work Plan Discussion:** Attached is the Implementation Plan from the 2017-2026 Preservation Plan. Please review and be prepared to discuss what you wish to accomplish in 2022. Adoption of the work plan will be on the January agenda.
2. **Community Outreach / Editorial and Events Calendar:** Time to begin developing articles that will be published in the first half of the year. Are the articles to be published in multiple languages? What translation services would be needed? Now that things are beginning to open up again, the Board needs to discuss whether to participate in the Chalk Art Festival (September 11) and/or the Public Safety Open House (October 9). Melody is preparing an article for the FHFG newsletter. Are there other outreach efforts the Board wishes to consider?
3. **Forest Grove Sesquicentennial:** With Kelsey's resignation from the Board, the Board will need to assign a new representative to the sesquicentennial committee.
4. **2022 Photo Contest:** Begin 2022 photo contest planning.
5. **Downtown District Brochure Project:** Brochure sub-committee to provide an update on the project thus far and discuss possible time extension of contract. Signed contract is attached for reference.

INFORMATION ITEMS

Preservation Grants: The Board was awarded \$4,152 for FY21-22. Two applications have been approved to date:

2004 Main Street – door repair. A grant of \$391 was awarded. This project has been completed.

2620 18th Avenue – porch repair. A grant of \$750 was awarded.

\$3,011 remains uncommitted.

January Agenda: 2022 Work Plan, 2022 Editorial Calendar, 2022 Photo Contest, Officer Elections, 2022 Meeting Schedule

2021 - 2022 CALENDAR - UPCOMING AGENDA ITEMS

December 21, 2021 (third Tuesday)

- ☐ Discuss 2022 work plan
- ☐ Prepare January-June 2022 Editorial Calendar
- ☐ 2022 Photo contest

January 25, 2022

- ☐ Review and adopt 2022 work plan
- ☐ Review and adopt January-June 2022 Editorial Calendar
- ☐ Photo contest
- ☐ Annual officer elections
- ☐ Adopt 2022 meeting schedule

February 22, 2022

- ☐ Begin CEP application preparation
- ☐ Practice Design Review Hearing
- ☐ Photo contest

March 22, 2022 (fourth (not fifth) Tuesday)

- ☐ Review and finalize CEP grant application
- ☐ Discuss selection of Stewart Award recipient
- ☐ Preservation Month / photo contest

April 26, 2022

- ☐ Select Stewart Award recipient
- ☐ Preservation Month / photo contest
- ☐ Prepare annual report

May 9, 2022 City Council Meeting

- ❖ *Present Annual Report*
- ❖ *Preservation Month Proclamation; honor Stewart Award recipient and photo contest winners*

May 24, 2022 (fourth (not fifth) Tuesday)

- ☐ Review July-December 2022 Editorial Calendar

June 28, 2022

- ☐ National Night Out planning (August 2)
- ☐ Adopt July-December 2022 Editorial Calendar

July 26, 2022

- ☐ Chalk Art Festival planning (September 10)

August 23, 2022 (fourth (not fifth) Tuesday)

- ☐ Chalk Art Festival planning (September 10)
- ☐ Public Safety Open House planning (October 8)

September 27, 2022

- ☐ Public Safety Open House planning (October 8)

October 25, 2022

- ☐ 2023 Photo contest

November 15, 2022 (third Tuesday)

- ☐ 2023 Photo contest

Large-Scale Projects	Smaller-Scale Projects	Ongoing Activities
2021		
☐ Apply for CLG Grant for a post-WWII historic context statement and selective RLS. ☐ Identify general areas for selective RLS. ☐ Write the RFP. ☐ Interview and select consultants to write the context. ☐ Begin outreach to property owners in post-WWII neighborhoods (survey notification).	☐ Research: International Existing Building Code, deconstruction ordinance, demolition by neglect ordinance, demolition denial ordinance. ☐ Develop proposal(s) to adopt the previous into City Code. ☐ Prepare for Forest Grove Sesquicentennial. ☐ Explore additional funding opportunities in conjunction with the Sesquicentennial (Travel Oregon).	☐ Legal training with City Attorney. ☐ HLB training with mock design review. ☐ Board cross-training to learn officer roles. ☐ Preservation Month (suggestion: Post-WWII Architecture, Modernism) ☐ Send an HLB member to a conference (suggestion: Oregon CLG Meeting).
2022		
☐ Prepare and submit the post-WWII historic context and selective RLS. ☐ Forest Grove Sesquicentennial.	☐ Explore upgrading Main Street level to "Transforming Downtown," or "Performing Main Street."	☐ Page-by-page review of website for updates. ☐ Board cross-training to learn officer roles. ☐ Preservation Month (suggestion: Sesquicentennial/Church & University). ☐ Send an HLB member to a conference (suggestion: Oregon Main Street Conference).
2023		
☐ Review results of context and RLS to determine post-WWII historic district potential. ☐ Prepare amendments to Historic Design Standards and Guidelines.	☐ Upload post-WWII context to web and social media. ☐ Presentations on post-WWII architecture	☐ Legal training with City Attorney. ☐ HLB training with mock design review. ☐ Board cross-training to learn officer roles. ☐ Preservation Month (suggestion: Transportation) ☐ Send an HLB member to a conference (suggestion: National Trust Conference).

PROFESSIONAL SERVICES AGREEMENT

This Agreement made on the 17 day of June 2021, between:

THE CITY OF FOREST GROVE
1924 Council Street
PO Box 326
Forest Grove, Oregon 97116
("City")

And

AMY ROGERS
DBA Rogers Design Co.
309 S 1st Street
PO Box 72
Athena, Oregon 97813
541-429-2549
("Consultant")

Consultant agrees to provide professional services (a.k.a. "personal" services) to the City pursuant to this Agreement. Such services are authorized by and subject to the terms and conditions of this Agreement.

The "Project": The responsibilities of the consultant(s) shall include -

1. Custom design and production of Forest Grove Downtown Historic District brochure. Content (text and photographs) to be supplied by the City.
2. Regular consultation as needed with City staff and the Historic Landmarks Board.
3. An electronic version of all deliverables.

The above products shall be completed and delivered to the City by December 31, 2021. Total labor and expenses shall not exceed \$1,500.

Consultant has reviewed the City's description of the Project and conducted initial inquiries with the City and other local regulatory agencies regarding the Project. Consultant represents that Consultant is competent and willing to undertake professional services in connection with the Project and is capable of performing such professional services within the time allotted herein.

1. Consultant's Responsibilities

1.1. Consultant will provide professional services for the City during all phases of the Project to which this Agreement applies; serve as the City's representative for the Project as set forth below and give professional consultation to the City during the performance of services hereunder.

1.2. Consultant will provide all professional services customarily furnished and reasonably necessary within the Scope of Services set out in Exhibit "A" (attached). Time is of the essence of this Agreement. The City and Consultant will develop a Project Schedule consistent with requirements of the Scope of Services and Consultant will complete each phase of the services in accord with that Schedule. Subconsultants, if any, may only be used with the City's prior written consent. Consultant will contract directly with and will pay such subconsultants. City has no obligation to pay any subconsultants.

1.3. Consultant will pay all royalties and license fees which may be due by reason of materials or methods employed by Consultant or its subconsultants or by reason of the necessary inclusion of protected materials or methods in the Project as designed except to the extent such materials or methods are included with the informed consent or at the direction of the City. Consultant will defend all suits or claims for infringement of patent, trademark, or copyright for which Consultant is responsible pursuant to this paragraph, which may be brought against the City, and Consultant will be liable to the City for all losses arising therefrom, including costs, expenses, and attorney fees.

1.4. Consultant will not be relieved of responsibility for errors or omissions or other defects in plans and specifications or any other documents prepared by Consultant for the City's review and approval.

1.5. Consultant will keep any real property involved in the Project free from all liens by reason of its services and will defend, indemnify and hold harmless the City from the operation and effect of any such lien or encumbrance that may be claimed by any person by reason of Consultant's services. If Consultant fails to remove any lien or adjust any other claim relating to Consultant's services, the City may without recourse by Consultant, pay the lien or claim and charge such payments, with any resulting costs incurred by the City deducted from any monies owed Consultant by City.

1.6. All services provided by Consultant (and any of their sub-consultants) will be performed in a prompt manner consistent with the professional standards of care and diligence applicable to those services performed by recognized firms in the Portland metropolitan region on the type of project being done. Consultant is and will be responsible for all services provided regardless of whether the services are provided directly by Consultant or by sub-consultants used by Consultant. Consultant will make all decisions called for promptly and without unreasonable delay.

1.7. Consultant will perform only the services authorized. Additional services will be compensated only if and as authorized in writing by the City. To the extent services are made necessary by fault or error of Consultant or their sub-consultants in the performance of their respective duties, responsibilities or obligations, the services will not be compensated.

1.8. Consultant will maintain all documents, books, papers, recordings and all other records, including any in digital format, arising out of or related to this Agreement for a period of three (3) years after completion or abandonment of the Project. Such records will be made available, in full, to the City upon reasonable notice.

1.9. If applicable, Consultant will designate a representative fully knowledgeable about the Project with the authority to carry out Consultant's duties under this Agreement.

1.10. Consultant will furnish City with either its IRS-designated employer identification number or social security number whichever is appropriate.

1.11. Consultant will not provide any comments, information, press releases or opinions to representatives of newspapers, magazines, television and radio stations, weblogs or any other news medium without the City's prior written consent.

1.12. Consultant will give prompt written notice to City if Consultant becomes aware of, or forms a belief regarding, actual or potential problems, faults or defects in the Project, any nonconformity with the Agreement or with any federal, state or local law, regulation or ordinance, or has any objection to any decision or order made by City with respect to Consultant's duties under this Agreement. Any delay or failure on the City's part to provide a written response to Consultant will not be deemed or construed to be an endorsement of Consultant's notice and will not constitute a waiver of any of City's rights.

1.13. Any employee of Consultant or any sub-consultant will be paid at least time and a half for all time worked in excess of 40 hours in any one week, other than a person excluded from overtime pursuant to ORS Chapter 653 or United States Code Title 29.

1.14. Consultant will promptly pay, as due, all persons supplying labor or material for the performance of its work under this Agreement.

1.15. Consultant will pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of its work under this Agreement.

1.16. Consultant will pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

1.17. Consultant will promptly pay, as due, all persons or entities furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to Consultant's employees, those sums that Consultant agrees to pay for those services and all moneys and sums that Consultant collected or deducted from its employees' wages under any law, contract or agreement for the purpose of providing or paying for the services.

1.18. Consultant is an employer subject to Oregon's workers compensation laws and will comply with ORS 656.017, or Consultant will promptly demonstrate to the City's satisfaction that it is exempt from such law in accordance with ORS 656.126.

2. The City's Responsibilities

2.1. The City will designate a representative fully knowledgeable about the Project and with the authority to review and approve all Project work.

2.2. The City will furnish Consultant with information regarding requirements for the Project, including programs setting forth the City's objectives, schedules, constraints and criteria.

2.3. The City will render its decisions in a timely manner to avoid unreasonable delay in the orderly and sequential progress of Consultant's services.

2.4. The City will furnish Consultant with all information in its possession regarding the Project.

3. Drawings and Specifications

3.1. Construction or Project drawings and specifications, if any, or other construction documents submitted by Consultant to the City, or to any trade contractors or others for bidding or negotiation, will be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations and laws except to the extent expressly and specifically otherwise stated in detail in writing by Consultant at the time of such submission. By submitting such documents for construction or bidding purposes, Consultant represents that Consultant has informed the City of any tests, studies, analyses or reports which are necessary or advisable to be performed by or for the City at that time.

3.2. Consultant will assign all original designs, drawings, specifications and other construction documents, if any, to the City upon completion or termination of services under this Agreement.

3.3. All copies of drawings, specifications or other Construction Documents, if any, provided the City become the property of the City which may use them without Consultant's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project.

3.4. If applicable, Consultant will provide one set of reproducible record drawings, which are the revised construction drawings reflecting the construction as completed. The revisions will be based on observations of Consultant made verifying actual construction.

4. Payments to the Consultant

4.1. For the period of this Agreement, Consultant agrees to provide services at the rates set forth in Exhibit B (attached).

4.2. For authorized reimbursable expenses, the City will pay Consultant at the rate specified. For unscheduled reimbursement items, Consultant will be reimbursed at Consultant's direct cost without markup.

4.3. Consultant will not be entitled to or be paid for services provided in excess of any guaranteed maximum price or fixed price that has been established for such services unless authorized by a written scope change.

4.4. Consultant will provide the City with monthly statement(s) of services rendered and authorized reimbursable expenses incurred for the preceding month. Consultant expressly waives any right to payment for services rendered if such services are not billed within sixty (60) days following their rendition.

4.5. In addition to the monthly statement described in 4.4, Consultant's invoices will include a summary of services provided; a summary of reimbursable expenses; and a summary of authorized additional services, all in accordance with the compensation provisions of this Agreement, as well as an estimate of the percent of services completed as of the invoice date.

4.6. Invoices for reimbursable expenses will be accompanied by supporting documentation.

4.7. Invoices for authorized additional services will outline and identify the services performed and by whom, the number of hours each person worked and applicable pay rates.

4.8. Payments will be made monthly for services performed and invoiced.

4.9. Consultant shall keep its billing records, including timesheets, rate schedules and invoices necessary to support invoices for time and materials, additional services and expenses current consistent with generally recognized accounting principles and procedures and maintained for a period of two (2) years following completion or abandonment of the Project. Such records will be available to the City for inspection, copying and/or audit during normal business hours.

5. Termination

5.1. The City may terminate this Agreement for convenience and without cause by giving written notice of such termination to Consultant. Upon receipt of such notice, Consultant will immediately cease further performance except that Consultant may perform such services and incur such reimbursable expenses as reasonably necessary to preserve work that has been completed or is in progress and to achieve an orderly termination or transition. Upon such termination, the City will pay Consultant, pursuant to the payment provisions of this Agreement for all authorized services or reimbursable expenses up to the date established in the notice of termination. Authorized reimbursements include those costs necessarily and reasonably incurred by Consultant for organizing and carrying out the termination. The City will not be obligated to reimburse Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments.

5.2. Within a reasonable time after termination of this Agreement or of any Exhibit A work, Consultant will deliver to the City all materials and equipment and documentation, including raw or tabulated data and work in progress upon payment pursuant to paragraph 5.1 above.

5.3. Termination of this agreement by the City does not constitute a waiver or termination of any rights, claims, or causes of action the City may have against Consultant under this Agreement.

5.4. Upon a determination by a court or an arbitrator that any termination of Consultant or its successor in interest by the City was wrongful, such termination will be deemed converted to a termination for convenience as set forth above and Consultant's remedy will be so limited.

6. Insurance

6.1. Consultant will maintain throughout the period of this Agreement, as extended from time to time, and for a period of two (2) years after completion of the Project, the following minimum levels of insurance:

- (a) Workers' compensation coverage as required by law.
- (b) Employer's liability with limits of not less than \$2 million per occurrence.
- (c) Comprehensive general liability for damages as a result of death or bodily injury to any persons or destruction or damage to any property with limits of not less than \$1 million per occurrence including completed operations.
- (d) Comprehensive automobile liability insurance for at least \$1 million per occurrence.

Consultant will require that any subconsultants engaged or employed by Consultant carry and maintain similar insurance as listed above with the same limits and coverage requirements.

6.2. Consultant's insurance will be primary and any insurance carried by the City will be excess and noncontributing. The general liability coverage will name the City, its officers, employees, agents and insurers as additional insureds and will contain a severability of interest clause. Additional insured coverage shall be for both on-going operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Workers' compensation coverage will contain a waiver of subrogation in favor of the City. All required coverage will be with companies rated A-/V or better by A.M. Bests Rating Service and will provide the City with thirty (30) days notice of material change, expiration, or cancellation.

6.3. Prior to commencement of any services under this Agreement, Consultant will furnish the City with evidence of insurance coverage and provisions as described under 6.1. In the event Consultant fails to maintain insurance as required, the City will have the option, but not the obligation, to obtain such coverage with costs to be the responsibility of and reimbursable by Consultant.

7. Force Majeure Delay

Neither party will be responsible to the other for its failure to perform on time when such failure is due to causes beyond the party's reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Consultant's services are delayed by such contingencies, Consultant will immediately notify the City in writing and the City may either (1) extend time of performance, or (2) terminate the uncompleted portion of Consultant's services at no cost to the City.

8. Independent Contractor

Consultant is an independent contractor and is entitled to no compensation other than the compensation expressly provided by this Agreement. Nothing in this Agreement will be construed as forming a partnership, agency or joint venture between the parties. As an independent contractor, Consultant is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgement does not affect Consultant's independent ability (or the ability of its insurer) to assert the monetary limitations, immunities or other limitations affecting a claim made under the Oregon Tort Claims Act.

9. Notices

Any notice required under this Agreement will be deemed properly given if directed by prepaid mail, certified return receipt requested, or delivered in hand to the parties at the address as specified on the face page of this Agreement.

10. Indemnity

Consultant is responsible for any and all liability arising out of or related to the performance of work pursuant to this Agreement. Consultant will indemnify, defend (with counsel acceptable to City) and hold City, its councilors, officers, employees, agents and insurers (collectively "City") harmless from and against any and all liability, losses, costs, settlements and expenses in connection with any action, suit or claim resulting or allegedly resulting from Consultant's acts, omissions, activities or services in the course of performing under this Agreement.

11. Mediation/Litigation

If any dispute arises between the parties to this Agreement, the dispute will be submitted to mediation prior to any litigation. No claim or dispute arising under this Agreement may proceed to litigation if the parties have not first mediated that claim or dispute. Mediation will be conducted in Forest Grove, Oregon. The parties will attempt to select a mediator within 30 days of a party's request for mediation. If the parties fail to agree on a mediator, a mediator will be appointed by the presiding judge of the Washington County Circuit Court upon a party's request. The mediator's fees and expenses will be shared equally by the parties. Each party will bear its own attorney fees.

Any litigation arising out of or related to this Agreement will be tried to the court without a jury. Each party will bear its own fees, costs and expenses related to any litigation, including attorney fees.

12. Governing Law

This Agreement and all services performed hereunder will be interpreted under the laws of the State of Oregon without respect to conflict of laws principles. The exclusive venue for any lawsuit or action will be in Washington County, Oregon.

13. Assignment

Consultant cannot assign any rights nor delegate any responsibilities it has under this Agreement without the City's prior written approval.

14. Severability

If any term, condition or provision of this Agreement or the application thereof to any circumstance is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement will not be affected but will instead remain valid and fully enforceable.

15. Article Headings

All article headings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

16. Waiver

No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

17. No Third-Party Beneficiaries

This Agreement confers no rights or benefits on any third party.

18. Entire Agreement


CITY This Agreement signed by both parties and so initialed by both parties in the margin opposite this paragraph constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by the City or the City's agents that differ in any way from the terms of this written Agreement will be given no force and effect. This Contract will be changed, amended, or modified only by written instrument signed by both the City and Consultant. This Agreement will not be modified or altered by any course of performance by either party.


CONS

CITY OF FOREST GROVE
Jesse Vander Zanden

CONSULTANT
Amy Rogers
DBA Rogers Design Co.

By: _____

Title: City Manager

By: _____

By: _____ *6/17/21*

EXHIBIT A

Scope of Work

1. Custom design and production of Forest Grove Downtown Historic District brochure.
2. Content (text and photographs) to be supplied by the City.
3. Regular consultation as needed with City staff and the Historic Landmarks Board.
4. An electronic version of all deliverables.

EXHIBIT B

Consultant's Proposal And Cost Schedule

ROGERS DESIGN CO.

AMY ROGERS | ROGERS DESIGN CO.
PO BOX 72, ATHENA, OR 97813
541.429.2549

PROPOSAL

SUBMITTED

June 17, 2021

CLIENT

City of Forest Grove

CONTACT

James Reitz
Historic Landmarks Board

PROJECT

Forest Grove Downtown Historic District Brochure

PROPOSAL

Custom design and production of
informational brochure detailing
the new Forest Grove Downtown
Historic District

Content and images supplied digitally
by client

Digital archive of final brochure files
provided upon project completion

ESTIMATE

Not to exceed
\$ 1500

RDCO