

CITY COMMISSION AGENDA MEMO
May 13, 2008

FROM: Jane Winslow, AICP, Senior Planner

MEETING: June 3, 2008

SUBJECT: Historic Preservation Fund Grant Award

PRESENTER: Karen Davis, AICP, Director of Community Development

BACKGROUND

On November 6, 2007, the City Commission authorized submission of a grant application from the 2008 Survey and Planning Grant Program operated by the Kansas State Historical Society. The application proposed was to prepare an Archeological Survey to document archeological resources in areas of impending development.

On February 26, 2008, the City received notice that the application had been funded. The State requested that the City send a letter of acceptance for the grant by March 15, 2008 and at a later date the City would be required to enter into a grant agreement (see attachment) with the Kansas State Historical Society.

DISCUSSION

This project will provide an overview of known archeological resources in the area, and provide guidance for the future study and protection of cultural resources in areas of impending development. Additionally, this grant will allow the City to continue the program of identification and evaluation of cultural resources within the City of Manhattan by retaining an archeological consultant to prepare a literature search of recorded archeological sites in the study area. Potential areas of study are within the Manhattan Urban Area Boundary as shown on the attached map. A Reconnaissance Level Survey will be conducted to locate sites identified or predicted from information about their present condition, and field work will be performed on selected areas of proposed development to assess potential impacts.

This work will be performed in accordance with the requirements as set forth in the "Kansas State Historic Preservation Office's Guide to Archeological Survey, Assessment, and Reports".

The following table outlines the sources and uses of funds for the project:

Activity	Local Funds	Grant Funds	Total
Administrative staff	\$ 2,000		\$ 2,000
Consultant	\$ 6,000	\$12,000	\$18,000
<hr/>			
Total	\$ 8,000	\$12,000	\$20,000

FINANCING

The project would require \$18,000 in cash to hire a professional consultant with experience and expertise in archeological preservation issues. In addition, the City will provide \$2,000 from in-kind staff. The City's share of cash (\$6,000) has been set aside in the 2008-2013 Capital Improvements Program and budgeted through the Community Development Department.

ALTERNATIVES

It appears the Commission has the following alternatives concerning the issue at hand. The Commission may:

1. Accept the 2008 Survey and Planning Grant and authorize the Mayor and City Clerk to sign the grant agreement.
2. Do not accept the 2008 Survey and Planning Grant award.
3. Table the item.

RECOMMENDATION

City Administration and the Historic Resources Board recommend that the City Commission accept the 2008 Survey and Planning Grant for the Archeological Reconnaissance Survey. The project will allow the community to further identify important cultural resources in areas of impending development.

POSSIBLE MOTION

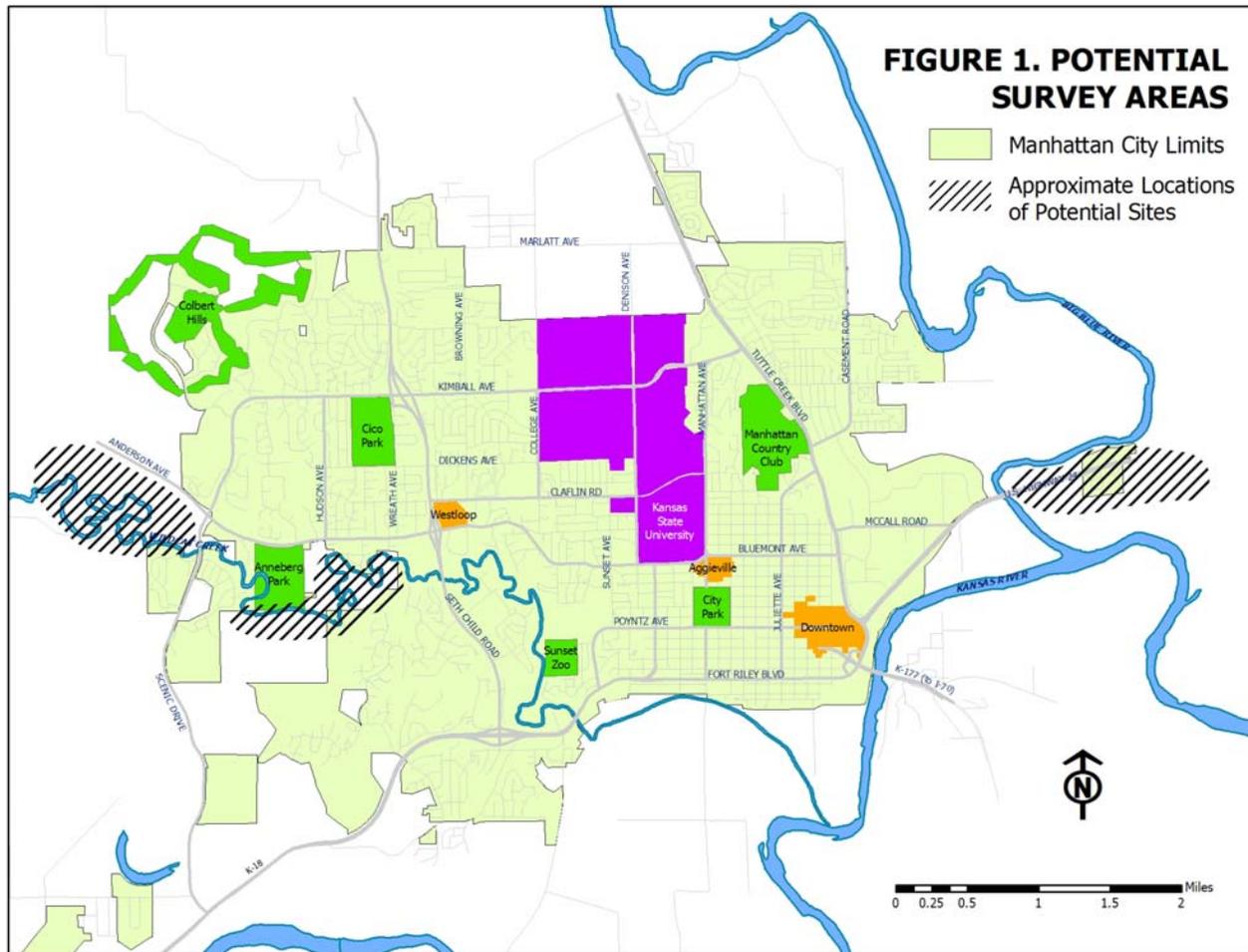
Accept the 2008 Survey and Planning Grant award for the Archeological Reconnaissance Survey and authorize the Mayor and City Clerk to execute the grant agreement.

KD/JW/vr
08061

Enclosures:

1. Study Area Map
2. Grant Agreement

STUDY AREA MAP



PROJECT AGREEMENT

THIS AGREEMENT is hereby entered into this ____ day of _____, 2008, by and between the City of Manhattan, Kansas, a municipal corporation (hereinafter "Subgrantee"), and the State of Kansas, Kansas State Historical Society, Historic Preservation Office, (hereinafter "SHPO").

WHEREAS, the Subgrantee has applied for and been awarded a \$12,000 Historic Preservation Fund grant from SHPO to undertake a project to document archeological resources in the Subgrantee's community; and,

WHEREAS, the Historic Preservation Fund grant is funded by federal historic preservation funds appropriated by Congress for the purpose of carrying out its National Historic Preservation Act, as amended; and,

WHEREAS, in order to receive the grant funds, the Subgrantee must carry out its National Register activities in accordance with the Secretary of the Interior's *Standards* and guidelines for survey, planning, and National Register nominations; and,

WHEREAS, the Subgrantee shall follow all requirements in the "Historic Preservation grants Manual" prepared by the National Park Service for the National Register Programs, and the State of Kansas "Historic Preservation Fund (HPF) Survey and Planning Grant Guide" prepared by SHPO; and,

WHEREAS, the Subgrantee shall follow the conditions and requirements governing National Park Service grants; and,

WHEREAS, the parties desire to enter into an Agreement setting forth these and other requirements relating to the grant.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. WORK TO BE PERFORMED

a. Schedule

Subgrantee shall not begin work under the terms of this Agreement prior to April 15, 2008, and Subgrantee shall complete, expend funds, submit products, and request final reimbursement by August 31, 2009. Requests for extensions must be made thirty days prior to August 31, 2009. The following dates shall be used as a guideline for submission of products:

May 1, 2008	Develop Request for Proposal (RFP), submit to SHPO for review
July 1, 2008	RFP issued to consultants (30 days required for RFP) See Grants Guide Part 2
September 7, 2008	Proposals reviewed, consultant selected and submitted to SHPO for review and approval

September 28, 2008	Consultant contract submitted to KSHS for review and approval
November 15, 2008	Consultant completes Phase I investigation (literature search and background report) of project area(s)
April 7, 2009	Consultant undertakes Phase II investigation of select areas identified from Phase I investigation
June 7, 2009	Submit final Archeological Survey Report including the results of the Phase I Investigation
August 31, 2009	All remaining closeout materials submitted to SHPO

b. Scope of Work

The Subgrantee shall use grant funds to implement the preservation activities identified below. The Subgrantee shall advise SHPO immediately of any problems that arise that impair its ability to meet its obligations under this Agreement.

The scope of work identified in this Agreement shall not be changed by the Subgrantee without prior written approval from SHPO. At the completion of this archeological and cultural resources survey project (or one-year phase of a multi-year survey project), the Subgrantee shall submit the following materials to SHPO:

(1) An Archeological Survey Report (Kansas Phase II Report) to include the results of an initial Phase I Investigation for approximately 970 acres in and around the City of Manhattan as identified in the City of Manhattan 2008 HPF grant application. Phase II Report shall include selected areas most suitable for study, as determined by Subgrantee, from the Phase I investigation.

(2) The Subgrantee shall provide a Completion Report as outlined in SHPO's State of Kansas "HPF Survey and Planning Grant Guide." The report shall be submitted within 30 days after the project work is completed. This final report shall accompany a brief article for *Kansas Preservation* newsletter outlining the results of the project.

c. Monthly Reports and Draft Submissions

The Subgrantee shall submit monthly reports to SHPO on the forms supplied by SHPO. Such reports shall be due on the tenth of the following month. Repeated failure to return monthly reports in a timely manner will jeopardize future grant funding. The Subgrantee shall provide a draft copy of any reports or publications to review before the final copy is prepared for submission or publication.

d. Project Spanning Two Fiscal Years

If parts of the grant project will be carried out during two federal fiscal years, the Subgrantee shall prepare a one-page progress report as of September 30 that covers both the project work and fiscal expenditures. Subgrantees are required to request reimbursement for all expenditures incurred in the first federal fiscal year no later than the following October 31.

e. Property Owner Agreement Letter

Prior to utilizing federal grant funds for preparing nominations for the National Register of Historic Places, a letter signed by the property owner agreeing to National Register nomination shall be submitted to SHPO.

II. PROJECT ACCOUNTING AND PAYMENT

a. Total Project Cost

The total project cost is estimated to be \$20,000. Subgrantee shall be reimbursed 60% of project costs with grant funds, up to \$12,000 ("federal share"). Subgrantee shall pay for the remaining 40% of project costs, and Subgrantee's match shall not be less than \$8,000 ("Subgrantee's share").

b. Reimbursement Procedure

The federal funds shall be obtained by the Subgrantee by completing a discrete part of the project with its own funds, providing the products to SHPO and then requesting reimbursement for 60% of the cost. However, 10% of the federal funds requested will be withheld until satisfactory completion of all the Project Agreement conditions. No billing may be reimbursed at greater than 60%. The National Park Service requires that the costs of products which do not meet the relevant Secretary of Interior's *Standards* cannot be reimbursed.

c. Project Budget

		Match		In-Kind		Federal		Total
Salaries								
Administrative	\$	2,000.00	\$	0.00	\$	0.00	\$	2,000.00
Bookkeeper		0.00		0.00		0.00		
Volunteer		0.00		0.00		0.00		
Consultant		6,000.00		0.00		12,000.00		18,000.00
Expendable Supplies		0.00		0.00		0.00		
Communication		0.00		0.00		0.00		
Office Rent		0.00		0.00		0.00		
Printing & Advertising (includes photocopies)		0.00		0.00		0.00		
Utilities		0.00		0.00		0.00		
Equipment Rental		0.00		0.00		0.00		
Total	\$	8,000.00	\$	0.00	\$	12,000.00	\$	20,000.00

No billing will be reimbursed without complete documentation for expenditures and complete survey products related to the billing as described below. The project products include:

1. An archeological survey report (Kansas Phase II Report)
2. A completion report with accompanying *Kansas Preservation* newsletter article

A maximum of seven thousand dollars (\$7,000.00) in federal funds shall be reimbursed upon submission of a complete Archeological Survey Report (Kansas Phase II Report) to the SHPO. The remaining five thousand dollars (\$5,000.00) in federal funds shall be reimbursed

upon submission of the completion report, and the required article for *Kansas Preservation* newsletter.

d. Billing Frequency

Billing shall be done as required by SHPO and must be directly related to the completion of a specified part or parts of the project with those products as listed above. Final payment, which shall be no less than 20% of the federal funds, will not be made by SHPO until the project reports and products have been turned in, examined, and found to meet the Secretary of the Interior's *Standards* for survey and planning and National Register nomination.

e. Request for Reimbursement

The Subgrantee shall file requests for reimbursement on forms furnished by SHPO and accompanied by copies of the vouchers, payroll records, and whatever other documents such as canceled checks, toll call records, copy records, etc., that are necessary to substantiate the costs. (See HPF Survey and Planning Grant Guide, Part 4).

f. Documentation Required

The Subgrantee shall furnish copies of all project source documents, such as contracts, vouchers, payroll records, time sheets, invoices, canceled checks, etc., to SHPO. This includes supporting documentation for the Subgrantee's share, including in-kind services, as well as for the expenditures of the federal share.

g. State's Responsibility

SHPO assumes no fiscal responsibility to the Subgrantee other than to pass through historic preservation funds as available for the performance of the project work.

III. PROJECT REPORTS

a. Copies of Publications

If any published documents other than the Research Report are produced under the terms of this Agreement (such as public information pamphlets or walking tour brochures), the Subgrantee shall submit seven copies of each to SHPO.

b. Right of SHPO Use

SHPO reserves the right to use and reproduce maps, survey forms, photographs, and other materials submitted by the Subgrantee in carrying out SHPO's survey, planning, and public education responsibilities.

c. Acknowledgment of Federal Assistance

The assistance of the National Park Service, Department of the Interior, will be acknowledged in any reports, publications, audiovisual productions, project literature, and at all public meetings and programs where the project is discussed or explained. The acknowledgment may be written as follows:

The (activity) which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, a division of the United States Department of the Interior, and administered by the Kansas State Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of the United States Department of the Interior or the Kansas State Historical Society.

d. Copyright

The Subgrantee is free to copyright any books, publications, audiovisual productions or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SHPO and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

IV. RECORD RETENTION AND AUDIT EXAMINATION

a. Right of Access to Subgrantee's Records

The Subgrantee shall provide the right of access to any books, documents, papers, or other records which are pertinent to the Historic Preservation Fund grant to the Department of the Interior, the comptroller General of the United States, the Kansas State Historical Society or any of their duly authorized representatives to make an audit, examination, excerpts, or transcript.

b. Single Audit

The Subgrantee shall ensure that the federal funds received through this grant will be included in an audit base subject to the single audit requirements if required of the Subgrantee. Two copies of the audit results pertaining to this grant will be supplied to SHPO upon completion of the audit.

c. Responsibility to Repay Improperly Used Funds

If an audit or other examination should produce findings that funds were improperly expended by the Subgrantee, the Subgrantee has the sole responsibility for repaying those funds.

d. Subgrantee to Provide Needed Fiscal Data

The Subgrantee shall provide SHPO such fiscal information as it may need for federal or state budgetary or reporting purposes.

e. Approval of Expenditures

The Subgrantee shall not incur expenses on this project other than those included in the project budget approved by SHPO. Budget amendments may be requested by the subgrantee, but all proposed changes must be approved in writing by SHPO before the expenses are incurred.

f. Financial Management System

The Subgrantee shall have in place a financial management system, which meets the standards of the relevant OMB Circulars, A-21, A-87, A-102, A-110, A-122, A-128, or A-133.

g. Record Retainage

All project financial records must be retained by the Subgrantee until permission is given by SHPO and the National Park Service to dispose of them. Such permission shall not be unreasonably withheld.

V. PROHIBITION OF LOBBYING

a. Federal Requirements

The Subgrantee shall comply with the provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall; in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect cost basis.

VI. HIRING OF CONSULTANT

a. SHPO Approval Required

Any consultant or other person or entity hired for the purpose of performing work under this grant shall be subject to the approval of SHPO and shall be qualified to do the work. Sub-contracting of any work performed under this Agreement must be approved in writing by SHPO.

b. Competitive Procurement

The Subgrantee shall provide SHPO with evidence that competitive procurement requirements for professional services and subcontracts have been met. The awarding of any contract to fulfill work under this grant shall be done competitively as required by OMB Circulars A-102 and A-110.

VII. TERMINATION OF CONTRACT

a. Basis of Termination

Failure on the part of the Subgrantee to observe the conditions of this agreement, and by reference, the requirements of the grants manuals of the National Park Service and SHPO, shall constitute just cause for terminating the project and reassigning the federal funds to other projects. A complete stoppage of work without prior approval by SHPO shall be grounds for termination of the project.

b. Process for Close Out

Under either circumstance the project would be closed out in accordance with the requirements of the "HPF Survey and Planning Grant Guide."

VIII. CIVIL RIGHTS ACT COMPLIANCE

a. Required Form

The Subgrantee shall sign and return to SHPO one copy of form DI-1350, "Assurance of Compliance, Title VI, Civil Rights Act of 1964."

b. Subgrantee's Obligations

The Subgrantee shall make available to the public Title VI and Section 504 nondiscrimination information. The following language shall be used: This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs 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: Director, Office of Equal Opportunity, National Park Service, 1849 C Street, NWS, Washington, D.C. 20240.

IX. STATE HISTORICAL SOCIETY HELD HARMLESS FROM CLAIMS AGAINST SUBGRANTEE

a. Claims are Responsibility of Subgrantee

The Subgrantee agrees that the SHPO and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the Subgrantee hereunder and resulting solely from the negligent acts or omissions of the Subgrantee, its agents, employees and subcontractors. Such claims may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

X. AMENDMENT

a. Request

Either party may make a written request for changes to this Agreement.

b. Approval

Changes must be agreed to in writing by both parties.

STATE HISTORIC PRESERVATION
OFFICER

Signature of authorized
representative of subgrantee

Date

Mark J. Hatesohl, Mayor

Date