

Project Number: AL-17-025

**FEDERAL SUBGRANT AGREEMENT
UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Program Title: Historic Preservation Fund Grants-in-aid
CFDA Number 15.904
Alabama Historical Commission
{Code of Alabama 1975 Section 41-9-249. (3) & (12)}**

This grant agreement is entered into by and between
City of Foley
(herein called the Grantee) and the Alabama Historical Commission. The Grantee has provided information for this grant agreement in its project application titled
National Register District Update
According to the terms and conditions set forth herein, the Alabama Historical Commission expects to pay to the Grantee the total amount not to exceed
\$5,000.00
from the grantor - United States Department of the Interior.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. AMOUNT OF AGREEMENT. The Alabama Historical Commission agrees to provide \$5,000.00 to match the Grantee contributions of \$3,334.00 of the total project cost of \$8,334.00. If project cost is reduced, then grant monies and matching share may both be proportionally reduced.

Cost for the project will be financed, when eligible for federal participation, not to exceed a maximum sum of \$5,000.00 in federal funds. Payment to Grantee shall not exceed \$5,000.00.

It is expressly understood that federal funds for this project will be provided from the federal Historic Preservation Fund of the Department of Interior, National Park Service, and that the Alabama Historical Commission will not be liable for any funding. It is further understood that this is a cost reimbursement program and no federal funds will be provided to the Grantee prior to accomplishment of the work for which reimbursement is requested.

2. AUDIT REQUIREMENTS. All funds reimbursed under this agreement are U. S. Department of Interior funds and shall be accounted for by the Grantee and reported in its 2 CFR Part 200 Audit Report as follows:

**Federal Grantor: U. S. Department of Interior
Program Title: Historic Preservation Grants-in-aid
Federal CFDA Number: 15.904
Pass-through Grantor: Alabama Historical Commission
Federal Pass-through Grant Number: AL-17-025
Project Funding Period: 10/1/16-9/30/18
Total Grant Award: \$5,000.00**

The Grantee shall comply with the **2 CFR Part 200 Subpart F, Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507)**. If a Federal Compliance Audit in accordance with 2 CFR Part 200, revised or applicable supplement, is performed for the Grantee, a copy of the audit report shall be provided to the

Alabama Historical Commission by the Grantee, thirty days after its issuance, for the period which contains this grant agreement.

Delivery of the audit report shall be made directly to:

Tryon McLaney, Contracts and Grants
The Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
Telephone (334) 230-2674

If requested by The Alabama Historical Commission, the Grantee shall provide the following for each fiscal year which contains this grant: amount of federal funds received from all sources; schedule of federal programs administered; and, if material exceptions are noted in the Grantee's audit, a copy of the responses and corrective actions taken. In the case of a delay in completing the 2 CFR Part 200 single audit for each fiscal year, the Grantee shall provide a justification for not completing the audit in a timely manner.

3. COST AND ACCOUNTING STANDARDS. The financial activities of the Grantee will be consistent with the cost principles identified in **2 CFR 200 Subpart E**, which includes all financial transactions and financial records involving federal grant funds.

The Grantee shall comply with the **Historic Preservation Fund Grants Manual**, as revised, and as applicable, subject to the restrictions of this grant agreement. The manual can be found at:

http://www.nps.gov/preservation-grants/manual/HPF_Manual.pdf

Frequently cited chapters are included in the **Federal Subrecipient Management Guidelines**.

The Grantee shall comply with the **Federal Subrecipient Management Guidelines**, as revised, written by the Alabama Historical Commission for pass-through subrecipients under the United States Department of the Interior, National Park Service, Program Title: Historic Preservation Fund Grants-in-aid, CFDA Number 15.904. The Grantee shall comply with applicable federal, state, and local government wide regulations governing the use of these funds.

4. ACCESS TO RECORDS. The Director of the Alabama Historical Commission, the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Grantee for the purpose of making audits, financial reviews, examinations, excerpts and transcripts.

5. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related projects shall be maintained and available for access in accordance with 2 CFR Part 200.333 – 200.337 and the Historic Preservation Fund Grants Manual.

Financial records, supporting documents, statistical records, and all other records pertinent to a grant must be retained by the Grantee for a period of 3 years or until an acceptable audit has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigations, claims, or audit findings involving the records have been resolved. Records for nonexpendable property acquired with Federal funds must be retained for 3 years after the final disposition of the property.

6. NOT TO CONSTITUTE A DEBT TO THE STATE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Grant Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Grant Agreement, be enacted, then that conflicting provision in the Grant Agreement shall be deemed null and void. The Grantee sole remedy for the settlement of any and all disputes arising under the terms of the Grant Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

7. CONFLICT OF INTEREST. The Grantee, by their signature, certifies that to the best of their knowledge and belief no conflicts of interest(s) existed or now exist which have, may have, or have had an effect on the grant award. Conflict is defined in 2 CFR Part 200 Subpart B.

8. LOBBYING. The Grantee shall conform to the text of 18 U.S.C. 1913 and no contract will be processed which does not include the text of 18 U.S.C. 1913 as set forth in the following paragraph. "The Contractor shall be responsible to see that no part of this 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 Department or agencies from communicating to Members of Congress on 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."

9. PUBLIC INFORMATION AND ENDORSEMENTS. The Grantee and/or consultant must include acknowledgement of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, and a nondiscrimination statement in all publications and videos assisted with grant monies and/or concerning NPS grant-supported activities. At least two digital copies of any publications or video concerning NPS grant-assisted activities, or published with NPS grant assistance, must be furnished to the NPS Grant Awarding Official or Alabama Historical Commission within 30 calendar days of publication. All publications, audio, and video must contain the following disclaimer and acknowledgement of NPS support: "Partially funded by the Historic Preservation Fund, National Park Service, Department of Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of Interior." All consultants hired by the Grantee must be informed of this requirement. The National Park Service shall have a royalty-free right to republish any published material generated by this grant. Use of an allowable NPS logo with prior permission is permissible.

10. POLITICAL ACTIVITY. The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328 et seq.) regarding political activity by public employees or those paid in whole or in part with federal funds. None of the funds, materials, property, or services contributed by the Grantee or the Alabama Historical Commission under this Grant Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

11. DISCRIMINATION. The Grantee will comply with Title VI, Section 504, and Americans with Disabilities Act and will abide by and incorporate the following requirements in all contracts; if any, for services covered by this contract:

"In the carrying out of the contract work, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, or handicap."

12. DISPUTE RESOLUTION. For any and all disputes arising under the terms of this Grant Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

13. DURATION OF AGREEMENT. This grant agreement shall become effective October 1, 2016, and shall expire September 30, 2018. All expenditures of Grant and Matching Share must be incurred within the time period of this grant agreement. Obligations outstanding as of the official grant agreement termination date should be liquidated within 15 days thereafter.

14. GRANT MANAGEMENT. The Alabama Historical Commission contact person for standards of work such as compliance with the Secretary of Interior's Standards and acceptable workmanship under this grant agreement is:

Collier Neeley
The Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
(334) 242-3184
collier.neeley@ahc.alabama.gov

The Alabama Historical Commission contact person for contract, financial and accounting compliance under this grant agreement is:

Tryon McLaney, Contracts and Grants
The Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130
Courier delivery zip code 36104
Voice 334 230-2674
Fax 334 240-3477
tryon.mclaney@ahc.alabama.gov

The grantee contact person for plan and execution of work under this grant agreement is:

Miriam Boutwell
Planner/Building Official
City of Foley
200 North Alston Street

P. O. Box 1750
Foley, AL 36535
mboutwell@cityoffoley.org

The project director for work under this grant agreement is:

Miriam Boutwell
Planner/Building Official
City of Foley
200 North Alston Street
P. O. Box 1750
Foley, AL 36535
mboutwell@cityoffoley.org
251-952-4011

The grantee contact person for contract, financial and accounting compliance under this grant agreement is:

Sue Steigerwald
Finance Manager/Treasurer
City of Foley
407 East Laurel Avenue
Foley, AL 36535
ssteigerwald@cityoffoley.org
251 943-1545

For financial documentation, accountant for the applicant:

Miranda Bell
City of Foley
407 East Laurel Avenue
Foley, AL 36535
mbell@cityoffoley.org

15. PERFORMANCE OF THE WORK. Project work is scheduled to begin immediately and to be completed prior to July 31, 2018. Prior approval of work planned and accomplished, progress reports, delivery of products must be on schedule when receiving reimbursement of grant funds.

16. ADMINISTRATION OF THE GRANT. The federal fiscal year is from October 1st to September 30th. All costs incurred under this agreement must be reported for each federal fiscal year no later than October 15th of the succeeding fiscal year. Costs not reported in a timely manner are subject to disallowance and may not be reimbursed to Grantee.

The Grantee will not solicit competitive sealed bids until each request for price quotes; bid package (plans, specifications, estimates, invitation for sealed bids, etc.) is approved by the Alabama Historical Commission contact person for contract, financial and accounting compliance. Two or more responsible suppliers must be willing and able to compete effectively for the grantee's business.

The Grantee will not solicit proposals for professional services until each request for proposals (RFP) is approved by the Alabama Historical Commission contact person for contract, financial and accounting

compliance. Proposals are to be requested from a number of sources and may only be used if conditions are not appropriate for the use of competitive sealed bids. Two or more responsible professionals should be willing and able to compete effectively for the grantee's business.

The grantee shall have its contractual agreements reviewed by the Alabama Historical Commission for compliance with this grant agreement. The Grantee will not award the contract or work until it has received approval from the Alabama Historical Commission contact person for contract, financial and accounting compliance.

The Grantee's in-state and out-of-state travel reimbursements are limited to the rates and amounts prescribed in the State of Alabama's Comptroller Manual. The State Comptroller Manual can be viewed in its entirety at the following website: <http://comptroller.alabama.gov/Docs/FPPM%2010-2011.pdf>

17. SCOPE OF WORK/WORK TO BE PERFORMED

The Grantee shall carry out this agreement in the manner and to the full extent as set forth in the Grantee's Application to the Alabama Historical Commission, or as subsequently modified in this grant agreement.

The Grantee shall, in a satisfactory manner as determined by the Alabama Historical Commission, perform activities of the National Historic Preservation Act of 1966, as amended, in accordance with regulations promulgated by the National Park Service.

The Grantee agrees that all work done under this agreement shall satisfy general requirements of the Alabama Historical Commission and the U. S. Department of the Interior. All project work will be carried out in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation. Work will be performed in accordance with the Secretary of the Interior's "Standards and Guidelines for Planning, Identification, Evaluation and Registration."

18. INTERIM PERFORMANCE SCHEDULE, PROGRESS REPORTS, FINAL PRODUCTS AND

REPORT. Monitoring and verification of work completed by Responsible Alabama Historical Commission staff member named above is necessary before payment of grant share of expenses can be made. During the project, Grantee shall submit the following for approval and/or verification to the Alabama Historical Commission by the dates indicated below. Failure by the Grantee to meet this Performance Schedule is reasonable cause for termination of this grant agreement by the Alabama Historical Commission. Amount of Grant Share Requested for Payment should not exceed the Payment Amount indicated below.

TIME PRODUCT ESTIMATED PAYMENT SCHEDULE

Performance Progress Reports and Estimated Payment for each Completed Step	Estimated Payment
October 1-December 31, 2017: Request for proposal issued to update National Register nomination in accordance with AHC and National Park Service standards for the Downtown Foley District. Foley Historic Preservation Commission, city staff and AHC will evaluate proposals and determine appropriate scope of work and budget. City will enter into contract with selected consultant. Consultant will conduct windshield survey of the Downtown Foley District area to determine if areas of expansion are feasible and consult with AHC staff. The consultant will meet with AHC representative on project and participate in public meeting held by Foley Historic Preservation Commission to inform residents of the project to update the National Register	\$2,000.00

documentation of the district.	
October 1-December 31, 2017: Request for proposal issued to update National Register nomination in accordance with AHC and National Park Service standards for the Downtown Foley District. Foley Historic Preservation Commission, city staff and AHC will evaluate proposals and determine appropriate scope of work and budget. City will enter into contract with selected consultant. Consultant will conduct windshield survey of the Downtown Foley District area to determine if areas of expansion are feasible and consult with AHC staff. The consultant will meet with AHC representative on project and participate in public meeting held by Foley Historic Preservation Commission to inform residents of the project to update the National Register documentation of the district.	\$2,000.00
April 1, 2012-June 15, 2018: Provide final sections and draft of updated NR nomination for district to Foley HPC and the Alabama Historical Commission. Submit two final maps, one to city and another to AHC. SHPO and Foley HPC will review products and provide comments to consultant and CLG contact. Reimbursement to city may be delayed if consultant does not submit amended products that address the SHPO comments. Provide public notice on update of National Register documentation. Require consultant to attend National Register review board meeting to present nomination and respond to comments and questions.	\$1,000.00
TOTAL GRANT SHARE PAYMENT	\$5,000.00

The Grantee's professional consultant shall not invoice for his or her work for step 1 above until the Alabama Historical Commission contact person for standards of work accepts the product of the consultant. This is done so that an invoice can be reimbursed for the same fiscal year that reimbursement is approved by the Alabama Historical Commission.

Survey and Registration Project Budgets:

36 CFR 60.6. "The list of owners shall be obtained from either official land recordation records or tax records . . . within 90 days prior to the notification of intent to nominate . . . The State is responsible for notifying only those owners whose names appear on the list consulted. Where there is more than one owner on the list, each separate owner shall be notified."

A statement must be provided to document who obtained property owner addresses to meet National Register property owner notification requirements, date information was obtained and where information was obtained.

In addition the city will provide a public notice in a newspaper with a wide circulation in the local area to notify local property owners of the pending nomination and again when the listing is made final by the National Park Service. The city will post a notice on their city website on the pending nomination and again when the listing is made final by the National Park Service.

In the case where the schedule of work is not met by the Grantee and/or the Alabama Historical Commission is not able to accept the work of the consultant according to this grant agreement, payment to the Grantee will be forfeited.

WHEN TO SEND GRANTEE COST REPORT

The Grantee Cost Report must be submitted according to the schedule below for each expense period by the due dates specified.

GRANTEE COST REPORT	
EXPENSE PERIOD	DUE FROM GRANTEE
October 1, 2016 – June 30, 2017	July 15, 2017
July 1, 2017 – September 30, 2017	October 15, 2017

All costs incurred between October 1, 2016 and September 30, 2017 - not reported by October 15, 2017, are subject to disallowance and may not be reimbursed to Grantee.

October 1, 2017 – December 31, 2017	January 15, 2018
January 1, 2018 – March 31, 2018	April 15, 2018
April 1, 2018 – June 30, 2018	July 15, 2018
July 1, 2018 – September 30, 2018	October 15, 2018

All costs incurred between October 1, 2017 and September 30, 2018 - not reported by October 15, 2018, are subject to disallowance and may not be reimbursed to Grantee.

19. NATIONAL ENVIRONMENTAL POLICY ACT. All National Park Service Historic Preservation Fund grant actions are subject to the provisions of National Environmental Policy Act (NEPA) and the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA (40 CFR 1500-1508). The national policy concerning the assessment of the environmental impact of Federal and federally funded actions is contained in National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347).

20. GENERAL PROVISIONS. The Grantee will comply with the following Federal regulations:

- a) 2 CFR 182 & 1401, Government-wide Requirements for a Drug-Free Workplace;
- b) 2 CFR 180 & 1400, Non-procurement Debarment and Suspension, previously located at 43 CFR Part 42, Government wide Debarment and Suspension;
- c) 43 CFR 18, New Restrictions on Lobbying;
- d) 2 CFR 175, Trafficking Victims Protection Act of 2000;

21. PATENTS AND INVENTIONS. Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

22. TERMINATION OF AGREEMENT. If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this agreement, or violates any of the covenants, agreements, or stipulations of this agreement, the Alabama Historical Commission shall thereupon have the right to terminate or suspend this agreement by giving written notice to the Grantee of such termination or suspension and specifying the effective date thereof, at least fifteen days before such effective date.

