

**REQUEST TO MEMORIALIZE APPLICATION FOR CERTIFIED LOCAL GOVERNMENT
FY 2016/17 HISTORIC PRESERVATION FUND GRANT**

WHEREAS, the City of Foley is a Certified Local Government (CLG) and is required to participate in certain CLG activities to maintain this status, and;

WHEREAS, the Alabama Historical Commission offers Historic Preservation Fund Grants with a 40% match for this purpose.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Memorializes the FY 16/17 Historic Preservation Fund Grant Application which was due in August 2016 and assigns \$3,000 to meet the 40% match.

SECTION 2: This grant activity will occur in City of Foley FY 2016/17.

SECTION 3: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this day of , 2016.

Project Number: AL-16-031

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

Design Guideline Updates

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

\$4,500.00

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 \$4,500.00 to match the Grantee contributions of \$3,000.00 of the total project cost of \$7,500.00. 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 \$4,500.00 in federal funds. Payment to Grantee shall not exceed \$4,500.00.

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-16-031

Project Funding Period: 10/1/15-9/30/17

Total Grant Award: \$4,500.00

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 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. All financial transactions and financial records under this agreement shall meet the requirements of **2 CFR Part 200 Subpart E**. 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. 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.

10. 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."

11. HUMAN TRAFFICKING PROVISIONS. This award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104).

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, 2015, and shall expire September 30, 2017. 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:

Jennifer Bailey
The Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130-0900
(334) 242-3184
name.name@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

251-952-4011

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

15. PERFORMANCE OF THE WORK. Project work is scheduled to begin immediately and to be completed by September 30, 2017. 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.

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 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

Interim Performance Progress Reports and Estimated Payment for each Completed Step	Estimated Payment
July 15-September 30, 2016 – Issue RFP for project to update local design guidelines working in consultation with AHC on the scope of services. Select consultant meeting NPS professional standards and using rating system. Contract with consultant for services to be executed in consultation with AHC. Consultant meet with Foley HPC members, staff and community members on project to understand needs for update. Study district and National Register nominations, both past and updates, to understand character defining features of district.	\$1,500.00
October 1 – December 30, 2016 Consultant provide draft of updated local design guidelines that are in-keeping with the Secretary of the Interior Standards for Rehabilitation as guide and address needs and concerns of the Foley HPC. Provide draft of design guidelines to AHC for comments. Meet with Foley HPC for discussion and comments on draft guidelines. Commission members and staff reach out to community for historic photographs of downtown Foley buildings and events. Identify year and location of image. Produce digital scan of images for use on City of Foley website.	\$1,500.00
January 1 – March 1, 2017 Consultant finalize design guidelines and provide in format with images to	\$1,500.00

help explain proper application of guidelines. Provide twenty paper copies and in pdf format for city website. City staff map historic photographic images on city GIS system using ESRI based GIS link.	
TOTAL GRANT SHARE PAYMENT	\$4,500.00

Acceptance of work -- 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.

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.

EXPENSE PERIOD	GRANTEE COST REPORT	DUE FROM GRANTEE
October 1, 2015 – June 30, 2016		July 15, 2016
July 1, 2016 – September 30, 2016		October 15, 2016
All costs incurred between October 1, 2015 and September 30, 2016 - not reported by October 15, 2016, are subject to disallowance and may not be reimbursed to Grantee.		
October 1, 2016 – December 31, 2016		January 15, 2017
January 1, 2017 – March 31, 2017		April 15, 2017
April 1, 2017 – 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.

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. 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.

IN WITNESS WHEREOF, the parties to this agreement have caused same to be executed

City of Foley
CHIEF ADMINISTRATIVE OFFICER

ALABAMA HISTORICAL COMMISSION



John Koniar
Mayor

Date

8/15/16

Lisa D. Jones

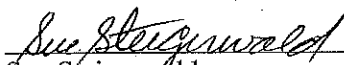
Executive Director

Date

8.15.16

CHIEF FISCAL OFFICER

As chief fiscal officer I understand that this federal subgrant agreement is a federal pass-through grant and that it must be included in the City of Foley Single Audit as required by Office of Management and Budget (OMB) 2 CFR PART 200, as applicable.



Sue Steigerwald
Finance Manager/Treasurer

Date