

## PROJECT AGREEMENT

### City of Lawrence Downtown Design Guidelines

It is agreed that in order for the City of Lawrence (the subgrantee) to receive the \$10,211 in federal historic preservation funds appropriated by Congress for the purpose of carrying out the National Historic Preservation Act, as amended, that the subgrantee shall 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 that the subgrantee will follow all requirements in the "Historic Preservation Fund Grants Manual" prepared by the National Park Service for the National Register Programs, and the State of Kansas "Historic Preservation Fund Products Manual" and "Historic Preservation Fund (HPF) 2006 Grant Guide" prepared by the Kansas Historic Preservation Office (KHPO) of the Kansas State Historical Society as well as all conditions and requirements governing National Park Service grants.

The subgrantee agrees to the following conditions:

#### I. WORK TO BE PERFORMED

##### a. Schedule

All work under the terms of this grant agreement shall begin no earlier than April 15, 2006 and must be completed, funds expended, products submitted, and final reimbursement requested by May 31, 2007. Requests for extensions must be made thirty days prior to May 31, 2007. Products for the project shall be submitted by the following dates:

April 15, 2006	Develop Request for Proposal (RFP), submit to KHPO for review
May 31, 2006	RFP issued to consultants (30 days required for RFP) See HPF 2006 Grants Guide Chapter 2
June 30, 2006	Proposals reviewed, consultant selected and submitted to KHPO for review and approval
July 31, 2006	Consultant contract submitted to KSHS for review and approval
February 28, 2007	Submit draft downtown design guidelines document to KHPO for review
March 31, 2007	Submit final copy of Downtown Design to KHPO
April 30, 2007	All remaining closeout materials submitted to KHPO

##### b. Scope of Work

Funds made available through this grant agreement shall be used to assist the City of Lawrence in implementing the preservation activities identified below. The subgrantee shall advise KHPO 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 KHPO. At the completion of this architectural and historic resources design guidelines project (or one-year phase of a multi-year survey project), the subgrantee will submit the following materials to KHPO.

(1) The nomination shall include the products identified in the City of Lawrence's 2006 HPF grant application identified as Downtown Design Guidelines.

(2) The subgrantee shall provide a Completion Report as outlined in KHPO's State of Kansas "HPF 2006 Grant Guide." The report shall be submitted within 30 days after the project work is completed.

c. Monthly Reports and Draft Submissions

Monthly reports will be submitted to KHPO on the forms supplied by KHPO. 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.

KHPO will be provided a draft copy of any reports or publications to review before the final copy is prepared for submission or publication and a minimum of sixty (60) days prior to grant ending date.

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 KHPO.

## **II. PROJECT ACCOUNTING AND PAYMENT**

a. Total Project Cost

The total project cost is projected to be \$ 17,019, of which the subgrantee match shall not be less than \$ 6,808 and the federal match not more than \$ 10,211.

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 KHPO 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	\$	5,476.00	\$	0.00	\$	0.00	\$	5,476.00
Secretary		320.00		0.00		0.00		320.00
GIS Analyst		443.00		0.00		0.00		443.00
Consultant		0.00		0.00		9,500.00		9,500.00
Communication		200.00		0.00		0.00		200.00
Printing & Advertising (includes photocopies)		369.00		0.00		711.00		1,080.00
Total	\$	6,808.00	\$	0.00	\$	10,211.00	\$	17,019.00

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

1. Final copy Downtown Design Guidelines
2. A completion report

A maximum of seven thousand two hundred and eleven dollars (\$7,211.00) in federal funds will be reimbursed upon submission of Final Downtown Design Guidelines. The remaining three thousand dollars (\$3,000.00) in federal funds will be reimbursed upon submission of the completion report.

d. Billing Frequency

Billing shall be done as required by KHPO 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 KHPO 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

Requests for reimbursement must be filed on forms furnished by KHPO 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 2006 Grant Guide, Chapter 4).

f. Documentation Required

Copies of all project source documents, such as contracts, vouchers, payroll records, time sheets, invoices, canceled checks, etc., must be furnished to KHPO. 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

The Kansas State Historical Society 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 grant agreement (such as public information pamphlets or walking tour brochures), seven copies of each must be submitted to KHPO.

b. Right of KHPO Use

The KHPO reserves the right to use and reproduce maps, survey forms, photographs, and other materials submitted by the subgrantee in carrying out KHPO'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 KHPO 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 will 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 KHPO 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 will provide KHPO 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 KHPO. Budget amendments may be requested by the subgrantee, but all proposed changes must be approved in writing by KHPO 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 KHPO and the National Park Service to dispose of them.

**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 CONTRACTOR**

### **a. KHPO 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 KHPO and shall be qualified to do the work. Sub-contracting of any work performed under this agreement must be approved in writing by KHPO. (See HPF 2006 Grant Guide Chapter 2).

### **b. Competitive Procurement**

The subgrantee shall provide KHPO 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 KHPO, will constitute just cause for terminating the project and reassigning the federal funds to other projects. A complete stoppage of work without prior approval by KHPO will 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 2006 Grant Guide, Chapter 6."

## **VIII. CIVIL RIGHTS ACT COMPLIANCE**

### **a. Required Form**

The subgrantee shall sign and return to KHPO 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 City of Lawrence agrees that the Kansas Historic Preservation Office 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 City of Lawrence hereunder and resulting solely from the negligent acts or omissions of the City of Lawrence, 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 project agreement.

b. Approval

Changes must be agreed to in writing by both parties.

\_\_\_\_\_  
STATE HISTORIC PRESERVATION  
OFFICER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized  
representative of subgrantee

\_\_\_\_\_  
Typed name and title of signatory

\_\_\_\_\_  
Date