

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: Jul 14, 2016

Action Requested By: Inspection

Agenda Type: Resolution

Subject Matter:

Acceptance of grant between the City of Huntsville and the State of Alabama Historical Commission.

Exact Wording for the Agenda:

Resolution for the city of Huntsville and the City council to accept a grant between the city of Huntsville and the State of Alabama Historical Commission previously approved by the City of Huntsville City council under Resolution No. 16-210.

**Note: If amendment, Please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Acceptance by the City of Huntsville and the City of Huntsville City Council of a previously approved grant between the City of Huntsville and the State of Alabama for scholarship funding for training in the amount of \$1,100.00.

Associated Cost: \$0.00

Budgeted Item: \_\_\_\_\_

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

Department Head: \_\_\_\_\_

Date: \_\_\_\_\_

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Inspections

Council Meeting Date: 7/14/2016

Department Contact: Jessica White

Phone # 256-650-4779

Contract or Agreement: Agreement

Document Name: Huntsville Historic Preservation Commission Scholarship Grant

City Obligation Amount: \$0.00

Total Project Budget: \$1,100.00

Uncommitted Account Balance: \$0.00

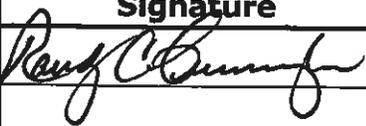
Account Number:

### Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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### Grant-Funded Agreements

<b>State Other</b>	<b>Grant Name:</b> National Alliance of Preservation Commissions Forum 2016
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Department	Signature	Date
1) Originating		7-08-2016
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 16-\_\_\_\_\_**

**WHEREAS**, pursuant to Resolution NO. 16-210 the Huntsville City Council authorized the mayor to submit application to the State of Alabama Historical Commission for a grant for scholarships to attend the National Commission Forum in Mobile, Alabama, July 26-31, 2016 and the Federal Historic Preservation Tax Incentives NPS and SHOP Workshop, July 12-14, 2016; and

**WHEREAS**, the United States Department of Interior has awarded said grant to the Huntsville Historic Preservation Commission in the amount of \$1,100.00; and

**WHEREAS**, the said grant will be administered and governed by Alabama Historic Commission; and

**WHEREAS**, the City of Huntsville and the Huntsville Historic Preservation Commission wish to accept said grant;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama that the Mayor be and he is hereby authorized to accept the said grant and to enter into any Agreements necessary for the acceptance or administration of the grant consisting of seven pages (7).

**ADOPTED** this the 14th day of July, 2016.

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President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 14th day of July, 2016.

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Mayor of the City of  
Huntsville, Alabama

Project Number: AL-16-020

**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 Huntsville**  
(herein called the Grantee) and the Alabama Historical Commission. The Grantee has provided information for this grant agreement in its project application titled  
**National Alliance of Preservation Commissions Forum 2016**  
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  
**\$660.00**  
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 \$660.00 to match the Grantee contributions of \$440.00 of the total project cost of \$1,100.00. 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 \$660.00 in federal funds. Payment to Grantee shall not exceed \$660.00.

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-16-020  
Project Funding Period: 10/1/15-9/30/17  
Total Grant Award: \$660.00**

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

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Grant Number: AL-16-020/City of Huntsville/ National Alliance of Preservation Commissions Forum  
2016/\$660.00/PAGE 1

President of the City Council of the  
City of Huntsville, Alabama

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

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

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 OF RECORDS.** Grantee must maintain documentation to support expenditures by the grantee organization in accordance with 43 CFR 12.82.

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 Subrecipient's 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 his signature, certifies that to the best of his 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 Subrecipient 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:

Mary Shell  
The Alabama Historical Commission  
468 South Perry Street  
Montgomery, Alabama 36130-0900  
(334) 242-3184  
[mary.shell@ahc.alabama.gov](mailto:mary.shell@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](mailto:tryon.mclaney@ahc.alabama.gov)

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

Sharon Mize  
320 Fountain Circle  
Huntsville, AL 35801-0308  
256-427-5337  
[sharon.mize@huntsvilleal.gov](mailto:sharon.mize@huntsvilleal.gov)

The project director for work under this grant agreement is:

Randy Cunningham, Director of Inspections  
320 Fountain Circle  
Huntsville, AL 35801-0308  
256-427-5342

randy.cunningham@huntsvilleal.gov

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

Margaret Sargent, Director of Finance  
320 Fountain Circle  
Huntsville, AL 35801-0308  
256-427-5062  
margaret.sargent@huntsvilleal.gov

For financial documentation, accountant for the applicant:

Susan Clark  
320 Fountain Circle  
Huntsville, AL 35801-0308  
256-427-5062  
susan.clark@huntsvilleal.gov

**15. PERFORMANCE OF THE WORK.** Project work is scheduled to begin immediately and to be completed by August 15, 2016. 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 1<sup>st</sup> to September 30<sup>th</sup>. All costs incurred under this agreement must be reported for each federal fiscal year no later than October 15<sup>th</sup> 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
June 15, 2016-August 15, 2016 Provide funds for registration, travel and per diem for staff person of the Huntsville Historic Preservation Commission to attend the National Alliance of Preservation Commissions Forum in Mobile from July 27-31, 2016.	660.00
<b>TOTAL GRANT SHARE PAYMENT</b>	<b>\$660.00</b>

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.

<b>GRANTEE COST REPORT</b>	
<b>EXPENSE PERIOD</b>	<b>DUE FROM GRANTEE</b>
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 Huntsville  
CHIEF ADMINISTRATIVE OFFICER

ALABAMA HISTORICAL COMMISSION

Tommy Battle 6-16-16  
Tommy Battle Date  
Mayor

Lisa D. Jones  
Lisa D. Jones Date  
Executive Director

**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 Huntsville Single Audit as required by Office of Management and Budget (OMB) 2 CFR PART 200, as applicable.

Margaret Sargent 6-16-16  
Margaret Sargent Date  
Director of Finance