

RESOLUTION

WHEREAS, the City of Morgantown's Historic Landmark Commission applied for a grant from the West Virginia Division of Culture and History; and

WHEREAS, the grant would provide for reimbursement some of costs of a mini conference of the Preservation Alliance of West Virginia; and

WHEREAS, Morgantown City Council is of the opinion that this project is of great benefit to the residents of Morgantown.

NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown this 3rd day of December, 2013 that the City Council hereby accepts and will administer the grant from the West Virginia Division of Culture and History for use for the Preservation Alliance of West Virginia.

Mayor

City Clerk

West Virginia
Division of Finance and Administration
For and on behalf of
The Division of Culture and History

CONTRACT

For Historic Preservation Federal Grant

This AGREEMENT is made, this the _____ day of _____, 20____ by and between _____

CITY OF MORGANTOWN/MORGANTOWN HLC

Hereinafter referred to as the grantee, and the STATE OF WEST VIRGINIA, DEPARTMENT OF FINANCE AND ADMINISTRATION on behalf of the West Virginia Division of Culture and History.

WITNESSETH, THAT WHEREAS, the Division of Culture and History of the State of West Virginia is Expressly authorized by Article I, Chapter 29 of the Code of West Virginia, one Thousand Nine Hundred Thirty-One, as amended, to carry out the duties of the National Historic Preservation Act of 1966, and

WHEREAS, the State of West Virginia has received funds from the United States Department of the Interior, National Park Service to be granted by the State Historic Preservation Office to organizations or individuals participating in activities authorized in the National Historic Preservation Act of 1966, and

WHEREAS, the grantee desires to sponsor a project to be known as 2013 Statewide Preservation Conference as described in Attachment I, and

WHEREAS, the Archives and History Commission on March 1, 2013 approved a grant of to the grantee for the project described above,

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The Division of Culture and History hereby agrees to GRANT to the grantee the sum of \$3,850.00 toward the total estimated cost of \$3,850.00 for said project.

(a) To be eligible for payments, the grantee must maintain and submit documentation, as required in the Subgrant Management Manual, to the State Historic Preservation Office showing the amounts of payment requested and describing the portion of the project for which the funds are requested;

(b) The Division of Culture and History only agrees to transfer funds to the grantee for expenditures which are in compliance with the terms and conditions of this agreement and the National Register Programs Guideline, NPS-49, of the Department of the Interior, National Park Service.

2. The grantee certifies that it has matching capability and agrees:

(a) The requirements of the Historic Preservation Office Subgrant Management Manual shall apply to this award;

(b) That it will substantially comply with State competitive bidding and use acceptable procurement procedures as defined in the Subgrant Management Manual;

(c) That it will furnish its share of the total cost of the project;

(d) That it will execute the project in compliance with the established policies, procedures, and regulations of the Department of the Interior, National Park Service, including the National Register Programs Guidelines, NPS-49;

(e) That it will disburse such funds only for authorized purposes in connection with said project;

(f) That it will maintain accurate records in accordance with generally accepted accounting principles and procedures, in connections with the project;

(g) That it will not be reimbursed for any expenditure which does not conform to the terms and conditions of this agreement or the Final Products do not meet Secretary of the Interior's Standards;

(h) The grantee must receive prior approval from the State Historic Preservation Office for all amendments to the scope of work, products, budget, or reporting requirements;

(i) That it will comply with either the Single Audit Act of 1984 for state or local governments or the audit requirements of OMB Circular A-110 for universities and non profit organizations;

(j) Publications or audio visual material must receive prior approval from the State Historic Preservation Office. Five copies of any publications that is a result of the grant must be submitted to the State Historic Preservation Office. Grantee agrees to credit the West Virginia Division of Culture and History and the Federal Preservation Grant Program by using the following wording:

"The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, Department of the Interior, and administered by the West Virginia Division of Culture and History."

The publication or audio visual should also contain the Equal Opportunity statement as follows:

"The program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she as been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, U.S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240.

(k) The grantee must submit progress reports and financial reports as required in the subgrant management manual;

(l) The grantee shall submit a final project report containing all information as required in the Subgrant Management Manual.

(m) That it will conform to provision of 18 USC 1913 regarding the use of Federal funds for lobbying activities;

(n) That it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act;

(o) That is will conform with Title VI of the Civil Rights Act of 1964, that strictly prohibits unlawful discrimination in federally-assisted programs on the basis of race, color, and/or national origin;

(p) That it will provide to the Division evidence of compliance with Federal Procurement Standards as enumerated in 43 CFR 12, Subpart C, Uniform Administrative Requirements for grants to state and local governments, effective October 1, 1988;

(q) That it will complete the project in accordance with Attachment I of the contract;

(r) That the project will be performed and products produced in compliance with the Secretary of the Interior's Standards for Identification & Evaluation;

(s) In addition to the terms detailed in this agreement, all Federal requirements governing grants (Office of Management and Budget Circulars A-87 or A-122, 43 CFR 12, Subpart C or A-110, and A-128 or A-133) are applicable.

3. It is the understanding of all parties to this contract, that the Division of Culture and History by joining in this contract, does not pledge or promise to pledge the assets of the State of West Virginia, does not promise to pay any part of the contract sum provided for in this agreement from monies of the Treasury of the State of West Virginia except such monies as shall be appropriated by the West Virginia Legislature.

4. This contract may be terminated with the consent of both parties or by either party because of non performance by the other.

This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The grantee shall insert a similar provision in all subcontracts for activities covered by this contract. Programs funded by the Division of Culture and History strictly prohibit unlawful discrimination in state-assisted programs on the basis of race, color and/or national origin.

IN WITNESS WHEREOF, CITY OF MORGANTOWN/MORGANTOWN HLC and the Division of Culture and History have caused this instrument to be executed by their duly authorized representatives.

GRANTEE: CITY OF MORGANTOWN/MORGANTOWN HLC

BY: _____

STATE OF WEST VIRGINIA

COUNTY OF _____ : TO-WIT

I, _____, a Notary Public in and for said County and State hereto annexed, bearing date the _____ day of _____, 20____, has this day acknowledged the name before me in my said County, to be his act and deed.

Given under my hand this _____ day of _____, 20____.

My Commission expires _____

Notary Public

The Division of Culture and History

BY: _____
Historic Preservation Office

DEPARTMENT OF ADMINISTRATION
STATE OF WEST VIRGINIA ACTING BY
AND THROUGH IT'S PURCHASING DIVISION

BY: _____ BY: _____
Commissioner Purchasing Director

Approved as to form the _____ day of _____, 20____.

BY: _____
Assistant Attorney General

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposal narrative, and the supporting documentation contained in the application, it has been determined that the proposed HPF project, 2013 Statewide Preservation Conference meets the criteria for categorical exclusion* under 516 DM 6.

GRANTEE OR APPLICANT

DATE

TITLE

I concur:

***(Indicate appropriate categorical exclusion from those listed in section A.4 of Chapter 11 of the Manual.)**

A.4 a.6

ATTACHMENT I

PROJECT NAME: **FY2013 Statewide Preservation Training**

SUBGRANTEE: Morgantown Historic Landmark Commission
300 Spruce Street
Morgantown, WV 26505

BEGINNING DATE: January 7, 2013

ENDING DATE: June 30, 2013

DETAILED SCOPE OF WORK:

The funding awarded through this grant will be used to pay for the expenses incurred by bringing a nationally recognized preservation speaker to the PA WV awards banquet on September 26-28, 2013. Possible topics include an explanation of recent trends in historic preservation, and explaining the link between historic preservation and economic development.

BUDGET:	Speakers	\$3,500.00
	Other	\$ 350.00

TOTAL PROJECT COST \$3,850.00