



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2008-0156

Final Action:

JUN 17 2008

Resolution authorizing a \$15,000 grant agreement #55-08-21754-04 Historic Property District Designation application between the Division of Historic Preservation-Public History (DHP-PH), Wisconsin Historical Society and the City of West Allis.

WHEREAS, the City of West Allis recognizes that protecting historic properties and resources is an important part of protecting Wisconsin's historic resources; and,

WHEREAS, the Common Council of the City of West Allis has declared its intent to complete the Historic District Designation activities described in the application for the grant; and,

WHEREAS, the City of West Allis will maintain records documenting all expenditures made during the Historic District Designation preservation project; and,

WHEREAS, the City of West Allis will allow employees from the Wisconsin Historical Society access to inspect the Historic District Designation application and grant records; and,

WHEREAS, the City of West Allis will submit the necessary reporting requirements to the Wisconsin Historical Society which will accompany the final payment request; and,

WHEREAS, the grant is funded by the City and the City will be reimbursed by the Wisconsin Historical Society. As a result, any negative fund balance will be funded by the general fund and at an interest rate as determined by the Office of the City Comptroller.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of West Allis authorizes a \$15,000 grant agreement #55-08-21754-04 between the Division of Historic Preservation-Public History (DHP-PH), Wisconsin Historical Society and the City of West Allis to designate a Historic District and Historic Properties to the State and National Register of Historic Places.

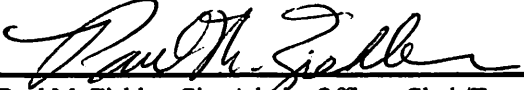
BE IT FURTHER RESOLVED that the Director of Development be and is hereby authorized to execute and deliver the contract on behalf of the City of West Allis.

Attachments

cc: Development

DEV-R-502-6-17-08

ADOPTED JUN 17 2008


Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 6/20/08


Dan Devine, Mayor

MEMORANDUM OF AGREEMENT between THE WISCONSIN HISTORICAL SOCIETY by and through THE STATE HISTORIC PRESERVATION OFFICER and the City of West Allis for the completion of a National Register project identified as Project No. 55-08-21754-04.

THIS AGREEMENT between the Historic Preservation Division, Wisconsin Historical Society, by and through the State Historic Preservation Officer, hereinafter called the SOCIETY and the City of West Allis hereinafter called the SUBGRANTEE, will undertake a historic preservation project to be assisted with a grant-in-aid to support the National Register of Historic Places program in Wisconsin. The program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior. The Catalog of Federal Domestic Assistance number is 15.904.

The SOCIETY and the SUBGRANTEE agree as follows:

1. Attachments

The SUBGRANTEE shall carry out the project as specified in this document and attachment which is incorporated into and made part of this memorandum of agreement as:

Attachment A. the project "Work Program;"

2. Amendments (Administration Manual, section 11)

With the exception of Progress Reports, any change to the approved work program (scope of work), products, product/activity due date(s), or budget must be submitted in writing to the SOCIETY at least 30 days prior to effecting and in accordance with the requirements in the "Administration Manual, Section 11."

Other than Progress Reports, deadlines are mandatory and extensions will only be given in unforeseen and extraordinary circumstances. Examples are death or resignation of key participant or major natural disaster; a computer "crash," however, is not an extraordinary circumstance. The SUBGRANTEE must notify the SOCIETY immediately when the extraordinary event occurs.

3. **Period of Performance**

All work carried out as part of this grant-assisted project shall be conducted between the date of the SUBGRANTEE's state purchase order and the **project completion date, July 15, 2009**. It is not possible to extend the period of performance for this project. However, should interim project due date(s) need extension, see item 2. "Amendments."

Drafts of any publications prepared as part of this project shall be submitted by the dates specified in the "Work Program," for review and approval by the SOCIETY.

The SUBGRANTEE agrees to submit all the materials described in the "Work Program" to the SOCIETY on or before the deadlines given for the submission of specified products: failure to meet a deadline may be cause to terminate this agreement. Any Work Program activities completed **after September 30, 2009** cannot be considered an allowable cost, except for completion of the final Reimbursement Request.

The SOCIETY agrees to review all materials within 30 days of their receipt, returning any incomplete or inadequate materials to the SUBGRANTEE for revision or completion. The SOCIETY must approve that all project materials conform to the applicable Secretary of Interior's "Standards" prior to final reimbursement.

The SUBGRANTEE shall submit by September 30, 2009, the final reimbursement request, Project Completion Report, and any materials or reports that required revision after SOCIETY review.

4. **Professional Supervision** (Administration Manual, section 4)

The SUBGRANTEE agrees to provide and maintain a principal investigator whose professional qualifications have received prior approval of the SOCIETY, to ensure that the work conforms to the work program, and to provide the necessary standard of professional conduct required for this project under the federal program regulations.

The SOCIETY staff will maintain contact with the principal investigator and will provide necessary and reasonable amounts of training, advice or technical assistance for the successful completion of project work.

5. **Contracts** (Administration Manual, sections 5 and 6)

The Subgrantee agrees to:

- a. not contract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension;
- b. comply with Federal competitive procurement requirements (Administration Manual, section 5) for professional services, any sub-contracts and submit evidence of such prior to reimbursement; and
- c. submit any contracts drafted for the performance of work activities to the SOCIETY for comment and approval prior to execution.

6. **Allowable Costs** (Administration Manual, section 8)

All Project Costs are subject to the applicable principles described in Office of Management and Budget (OMB) Circulars. See our Administration Manual, Section 3-01 for the specific circulars that apply to various types of applicants/subgrantees. This section also gives the Website address for these circulars.

If the SUBGRANTEE receives \$300,000 or more annually in total federal funds, it agrees to comply with the provisions of OMB Circular A-133, Single Audit Act of 1984, and to submit to the SOCIETY a copy of the audit report within 30 days of publication.

Further all project related spending must:

- a. meet federal requirements for the program;
- b. conform to the approved project budget and occur within the period of performance;
- c. be necessary and reasonable for the completion of project work; and
- d. be disassociated with "lobbying," in accordance with 18 U.S.C. 1913.

7. **Progress and Completion Reports** (Administration Manual, section 9)

The SUBGRANTEE shall submit a Progress Report by the **15th day of October 2008; January 2009; and April 2009** or until project completion is reported in the format provided by the SOCIETY. The Society may grant extensions to written or verbal requests, if justification is determined to be satisfactory.

The SUBGRANTEE shall notify the SOCIETY immediately if any situation should arise that will adversely affect the timely or successful completion of this project.

The project completion report titled "Final Project Report" shall conform to the SOCIETY requirements and be submitted by September 30, 2009.

8. **Reimbursement Requirements** (Administration Manual, section 10)

Reimbursement to the SUBGRANTEE shall be subject to receipt of funds from the National Park Service, provided reimbursement amounts are:

- contained on an acceptable reimbursement request form;
- supported by evidence of compliance with Federal competitive procurement requirements;
- supported by copies of expense plus payment records; and
- supported by evidence that all project work activities specified for the period have been completed.

9. The SOCIETY agrees to reimburse the SUBGRANTEE **100% of allowable** project costs within 60 days of the SOCIETY's receipt of an acceptable reimbursement request on the following schedule:
 - a. Up to 75% of the federal award will be paid prior to project completion. The SUBGRANTEE must submit a Reimbursement Request by September 15, 2009 for all expenses incurred through August 31, 2009.
 - b. The remaining 25% of the federal award will be paid to the SUBGRANTEE after receipt of the final Reimbursement Request and Project Completion Report (see 8, above), or after all completion materials and auditable records are approved as meeting the applicable Secretary of the Interior's "Standards", which ever is later. The final reimbursement request shall be submitted by September 30, 2009 or earlier.

The SUBGRANTEE agrees to maintain all subcontractor or professional services procurement histories financial and records pertaining to the full life-cycle of the subgrant for a period of not less than five years after completion of the project. The State Legislative Audit Bureau, the SOCIETY, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to subgrant records for audit purposes.

10. **Acknowledgment of Federal Assistance** (Administration Manual, section 7)

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, and pertinent presentations that the SUBGRANTEE participates in or initiates in the required format.

11. **General Provisions**

- a. **Copyrights**. Since federal funds are involved in this project, no copyright is available to any participants in the project. All material remains in the public domain and cannot be copyrighted.
- b. **Compliance with federal and state laws**. The SUBGRANTEE agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The SUBGRANTEE further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the applicable Secretary of the Interior's standards.
- c. **Title VI Compliance**. The SUBGRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 that states that no person on the grounds of race, color, marital status, religious creed or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

- d. Civil Rights Assurance of Compliance. The SUBGRANTEE agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Subgrantee receives financial assistance from the National Park Service and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

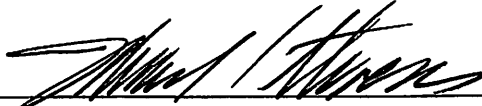
- e. Program Income. During the period of this grant (October 1, 2008 through September 30, 2009), any income earned by a SUBGRANTEE from activities of which part or all of the cost is a direct cost shall reduce the subgrant award.

- f. Liability. The SUBGRANTEE shall indemnify and hold harmless the State Historic Preservation Officer, the Wisconsin Historical Society, and its officers, employees, and agents from, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the SUBGRANTEE in executing work under this agreement.

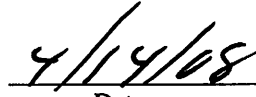
This AGREEMENT may be terminated before the project completion date upon thirty (30) days written notice from either the State Historic Preservation Officer or the SUBGRANTEE. Should this agreement be terminated by the State Historic Preservation Officer, except for reasons of non-compliance by the SUBGRANTEE, the SOCIETY will reimburse the SUBGRANTEE for up to a **maximum of 100% of the eligible** costs incurred up to the termination date. Should this agreement be terminated by the SUBGRANTEE, the SOCIETY, at the discretion of the State Historic Preservation Officer, may reimburse the SUBGRANTEE for a maximum of 50% of the eligible costs incurred to the termination date or may require the SUBGRANTEE to return any or all federal funds transferred to the SUBGRANTEE by the termination date, depending upon the circumstances of the termination.

This AGREEMENT becomes effective upon signature by the parties below and upon receipt by the SUBGRANTEE of a purchase order for the contract sum from the Wisconsin Historical Society on behalf of the State Historic Preservation Officer.

By




Michael Stevens
State Historic Preservation Officer

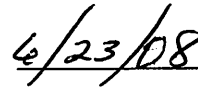


Date

By



Paul Ziehler-City of West Allis



Date

WEST ALLIS WORK PROGRAM
Project No. 55-08-21754-04
MEMORANDUM OF AGREEMENT
Attachment A: Work Program (As of 4/14/08)

The Division of Historic Preservation-Public History (DHP-PH), Wisconsin Historical Society, and the City of West Allis, hereinafter called the subgrantee, agree to the following work activities and project conditions for the completion of at least one National Register of Historic Places historic district nomination and three individual nominations and related activities in West Allis, assisted with an historic preservation grant-in-aid.

1. The subgrantee shall conform to and follow all requirements and guidelines detailed in the two manuals found on the Wisconsin Historical Society website. The "Supplementary Manual for Completing State Register and National Register of Historic Place Form in Wisconsin" is located at www.wisconsinhistory.org/hp/sup-manual/ while the "Subgrants Manual" is located at www.wisconsinhistory.org/hp/grants/. The subgrantee shall inform the principal investigator of these requirements.
2. Consultant Selection. The subgrantee, with the assistance of the DHP-PH, must hire a principal investigator within two months of the signing of this agreement. Recruitment and hiring must follow DHP-PH procedures and Department of Interior guidelines as explained in the "Subgrants Manual." The DHP-PH has final approval of the principal investigator selected. The principal investigator must be qualified according to the professional qualifications found at www.wisconsinhistory.org/hp/grants/qualifications.asp
3. National Register Nominations. The National Register of Historic Places nominations will be prepared according to the guidelines promulgated by the National Register and in the format specified by the DHP-PH. The DHP-PH will have final approval of all nominations prior to commencement of work. The completed nomination is due at the DHP-PH by July 15, 2009.

The following items must be submitted for each nomination by the project completion date. Each is more fully described in the supplementary manual.

- a. The original, fully completed, typed National Register of Historic Places Inventory-Nomination Form (10-900).
- b. Two 5" x 7" black-and-white prints of each photo submitted, labeled as specified by the National Register and the DHP-PH. Photos must be publication quality and

WEST ALLIS WORK PROGRAM
Project No. 55-08-21754-04
MEMORANDUM OF AGREEMENT
Attachment A: Work Program Page 2

sufficient to document the property. Negatives, organized in plastic negative sleeves, must be submitted to the DHP-PH.

- c. One set of 35mm slides that fully documents the significance and appearance of each individually eligible property. Slides must be labeled as specified by the Division of Historic Preservation.
- d. Original USGS quadrangle maps as needed to identify nominated properties. The maps must be labeled as specified by the National Register and the DHP-PH and must include construction lines for the calculation of UTM coordinates.
- e. It is the responsibility of the subgrantee to provide a complete list of all current property owners as listed in the land or tax records after the nomination is scheduled for a Review Board meeting.
- f. The full text of the nomination on diskette or compact disk.
- g. One completed nomination submission checklist.
- h. One summary statement for each nomination. Each statement will be approximately 250 words, written for a popular audience (avoiding excessive jargon,) and suitable for web-page publication.
- i. All district nominations require an update to the Wisconsin Historic Preservation Database (WHPD) as directed in the subgrants manual. New or updated records are required for all resources in the district whether contributing or non-contributing. For information regarding the proper creation of inventory cards go to www.wisconsinhistory.org/hp/survey-manual/ and click on "When do I need to prepare a new inventory card" in the survey manual. The information for the nomination resources will be entered into WHPD by the consultant. The consultant will be given free access to WHPD for one month in order to enter the nomination findings for the City of West Allis project only. The consultant must contact the DHP-PH in order to set up this special one month access.

The subgrantee will be responsible for the presentation of the nomination to the State Historic Preservation Review Board. Any corrections or additional information required by the State Review Board or the National Park Service shall be provided by the subgrantee. Any costs associated with these corrections are not part of this project budget.

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Attachment A: Work Program Page 3

4. Acknowledgment of Federal Assistance. An acknowledgment of federal funding must be made in any publication or slide or video production resulting from this project (See Section 7 of the "Subgrant Administration Manual"). The standard acknowledgment that must be used is stated in the manual. Press releases, speeches, and other dissemination of information by a subgrantee regarding grant-assisted projects must also acknowledge the support of the National Park Service and the Wisconsin Historical Society. Future publications, materials, or projects that result from this grant-assisted project must acknowledge the federal support.

Requisition Request Number		 816 State Street Madison, WI 53706-1482 608/264-6400		Purchase Order Number		
Purpose Fulfill FFY 2008 subgrant requirements		Division & Section Historic Preservation/Public History		Date 4/14/08		
Suggested Vendor	FEIN #39-6005651	Ship to Address		Contact Person		
Paul Ziehler City of West Allis 7525 W. Greenfield Ave. West Allis, WI 53214		816 State Street Madison, WI 53706-1482 608/264-6400		Joe DeRose		
				Telephone 264-6512		
Telephone:		Approved Signature 				
Fax:						
Org	Appr	Act	Cat	Obj	FY	
Item #	Quantity and Unit	Full Description		code	unit price	Total
1.		Federal Fiscal Year 2008 HPF to subgrantee/vendor for a project identified as 55-08-21754-04. Products are specified in the MOA Work Program. Any required drafts must be submitted as stated in the MOA Work Program with final products completed and submitted by 7/15/09. Up to 75% can be reimbursed upon request prior to final project acceptance.				\$15,000.00
					Grand Total	\$15,000.00
APPROXIMATE DELIVERY DATE: 7/15/09						