



MEMORANDUM OF AGREEMENT
BETWEEN
WISCONSIN STATE HISTORIC PRESERVATION OFFICE
AND
CITY OF WEST ALLIS, WISCONSIN

SUBJECT: Funding up to \$14,000 from federal Historic Preservation Fund through a subgrant from the Wisconsin State Historic Preservation Office to the city of West Allis, Wisconsin.
SHPO Project No. WI-23-10018

DATE OF GRANT AWARD: Feb. 24, 2023

POINT OF CONTACT: Jason Tish: jason.tish@wisconsinhistory.org 608-264-6512

This agreement between the State Historic Preservation Office (SHPO), and the City of West Allis, Wisconsin (Grantee) stipulates the terms and conditions of the funding for the above-referenced project, as well as the scope for work for the project. The grantee will undertake and coordinate a project to formally nominate the following properties in West Allis to the National Register of Historic Places (NRHP):

- Tony Mazurco House at 12233 W Cleveland Avenue
- James William Pauers House at 2479 S Green Links Drive
- Longfellow School at 2211 S 60th Street

Completion of these nominations is supported by a grant of up to \$14,000 from the federal Historic Preservation Fund (HPF) through a subgrant from the Wisconsin SHPO in support of historic preservation activities in Wisconsin. The HPF 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 SHPO and the Grantee agree to the following:

Scope of Work

The Grantee shall carry out the project as stipulated herein and in the attached *Scope of Work*.

Period of Work Performance

All work related to this project shall be conducted between the date of the *Purchase Order* for this project and **September 30, 2024**, with intermediate deadlines as stipulated below.

Intermediate Deadlines

There are intermediate deadlines for project activities, reporting, and deliverables stipulated below and in the *Scope of Work*. Intermediate deadlines may be amended subject to the *Amendments* section below.

Oct. 17, 2023 – **Consultant** must be hired. First **Progress Report** to SHPO is due.

Jan. 16, 2024 – Second **Progress Report** to SHPO is due.

April 15, 2024 – Third **Progress Report** to SHPO is due.

July 29, 2024 – All **deliverables** in the *Scope of Work* are due.

Aug. 30, 2024 – **Project work must be complete**, final reimbursement requests prepared

Sept. 9, 2024 – Final **Reimbursement Request** is due.

Sept. 30, 2024 – End of grant period. **No more project work or reimbursement.**

The Grantee shall notify the SHPO if any situation arises that will adversely affect the timely or successful completion of this project.

The SHPO shall review all deliverables within 30 days of receipt, and work with the consultant to rectify incomplete or inadequate content. Project-related activities may occur after submission of deliverables.

Qualified Professional Consultation

To complete the Scope of Work, the Grantee will enter into a contract with a principal investigator who meets whose professional qualifications have been reviewed by the SHPO and determined to meet the [Secretary of the Interior Professional Qualifications Standards for Architectural History, History, or Historic Architecture](#).

SHPO staff shall maintain contact with the principal investigator for the duration of the project, and provide any training, advice, and technical assistance needed for the successful completion of project work. The Grantee will verify, with SHPO assistance if requested, that subcontractors hired by the principal investigator also meet the Secretary of the Interior Professional Qualifications Standards.

Contracts

If requested by SHPO, the Grantee shall allow the SHPO staff to review and approve drafts of contracts for project-related work prior to executing such contracts.

The Grantee will comply with federal procurement standards in Chapter 17 of the [Historic Preservation Fund Grants Manual \(HPF Manual\)](#) when obtaining professional consulting services, and will submit documentation of such *prior to* reimbursement.

The Grantee will not contract with any party who is disbarred, suspended, or is otherwise excluded from or ineligible for participation in Federal assistance programs under *Executive Order 12549, Debarment and Suspension*.

SHPO staff will provide to the Grantee a list of consultants who have expressed interest in bidding on their grant-funded project, and who are known by the SHPO to have provided qualified staff to past CLG grant recipients.

Allowable Costs

Generally, expenses for the following types of activities are reimbursable under this grant when they are incurred in the completion of project. See Ch. 13 of the *HPF Manual* for more specific eligibility requirements:

- Professional and consulting service
- Travel
- Equipment, materials, and supplies used for project activities
- Exhibits for public display of project results and data
- Meeting facilities
- Printing of project materials and deliverables
- Public outreach (print and digital), mailings, public meetings
- Time spent by CLG staff coordinating the project activities or hiring and directing consultants

All project-related costs are subject to applicable principles in the following [Office of Management and Budget \(OMB\) Circulars](#).

- *A-21 Cost Principles for Educational Institutions* (as revised 5/10/2004);
- *A-87 Cost Principles for State, Local and Indian Tribal Governments* (as revised 5/10/2004);
- *A-122 Cost Principles for Nonprofit Organizations* (as revised 5/10/2004);
- *A-102 Grants and Cooperative Agreements with State and Local Governments* (as amended 8/29/97);
- *A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations*, (as amended 9/30/99), and
- *A-133 Audits of Institutions of States, Local Governments, and Nonprofit Institutions* (as revised 6/27/03).

If the Grantee receives \$750,000 or more annually in federal funds, the Grantee will comply with the provisions of [OMB Circular A-133](#), [Single Audit Act of 1984](#), and submit to the SHPO a copy of the audit report within 30 days of publication.

All project-related spending shall meet federal requirements for the Historic Preservation Fund, meet state requirements for the HPF subgrant program, conform to the approved project budget and occur within the period of performance, and be necessary and reasonable for the completion of the *Scope of Work*.

Grant funding may not be used for any work associated with "lobbying," in accordance with [18 U.S.C. 1913](#).

Reimbursement

The Grantee may request reimbursement for project-related expenses any time and as often as necessary during the course of project. The Grantee is encouraged to submit for reimbursement as invoices are paid rather than holding all expenses for a single, final reimbursement request.

The Grantee will request reimbursement for project-related expenses by completing a *Reimbursement Request* form provided by the SHPO. Each *Reimbursement Request* will be accompanied by:

- Documentation of project-related expenses (receipts, invoices, etc.)
- Documentation that those expenses were paid (receipt, paid invoices, payment records, etc.)

On receipt of a *Reimbursement Request*, the SHPO shall reimburse the Grantee within 60 days for allowable, paid, and documented costs directly related to the grant-funded project.

The SHPO will reimburse the Grantee up to 75% of the grant award prior to the completion of the project. The SHPO will release the remaining 25% of the grant award after completion of all project work and receipt of all deliverables stipulated in the *SOW*.

The Grantee shall submit a final *Reimbursement Request* on or before **September 9, 2024** for all unreimbursed, project-related expenses.

Reimbursement of project-related expenses is subject to availability of federal HPF funding committed to the SHPO from the National Park Service.

Retention of Records

The Grantee will retain all records related to project expenses and the procurement of professional services for at least five years after completion of the project. The Grantee will provide, upon request, access to these records to the State Legislative Audit Bureau, the SHPO, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives.

Amendments

After the execution of this MOA, the Grantee may propose, in writing, changes to the *Scope of Work*, budget, or deliverables in accordance with the requirements in section 11 of the *CLG Subgrant Manual*. The SHPO will respond in writing within 30 days, either accepting or rejecting the proposed changes.

The *Period of Performance* cannot be amended because it is tied to federal deadlines for disbursement of HPF Assistance funding.

General Stipulations

Because federal funds will be used to complete this project, materials produced with this funding will remain in the public domain and may not be copyrighted.

The Grantee shall comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices.

The Grantee will comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including applicable Secretary of the Interior's standards.

The Grantee shall 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, will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

The Grantee shall 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 will, on the grounds of age or physical ability, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Grantee receives financial assistance from the National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

During the period of this grant (execution through **September 30, 2024**), any income earned by a Grantee from any project-related activities for which the Grantee requests reimbursement will be subtracted from the amount of the grant award.

The Grantee does hereby indemnify and hold harmless the State Historic Preservation Office, the Wisconsin Historical Society, and its officers, employees, and agents from actions or claims filed in response to any injury or damage received by any persons or property resulting from the Grantee's efforts to accomplish the *Scope of Work*.

Acknowledgment of Federal Assistance

The following acknowledgment of federal assistance will be printed in any publication or visual product resulting from this project. Publications, materials, projects, news release, speeches, websites, and other dissemination of information relating to this project must also acknowledge the financial support of the National Park Service and the Wisconsin State Historic Preservation Office.

"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, U.S. Department of the Interior, and administered by the Wisconsin State Historic Preservation Office. However, the contents and opinions do not necessarily reflect the views or policies of the Dept. of the Interior or the Wisconsin State Historic Preservation Office. Nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Dept. of the Interior or the Wisconsin State Historic Preservation Office."

Termination of This Agreement

Either party may terminate this agreement by written notification to the other before the project is completed, and at least 60 days prior to the termination of the agreement.

If this agreement is terminated by the SHPO, except for reasons of non-compliance by the Grantee, the SHPO shall reimburse the Grantee up to 100% of the eligible costs incurred up to the termination date.

If this agreement is terminated by the Grantee, the SHPO may, at the discretion of the State Historic Preservation Officer, reimburse the Grantee for a maximum of 50% of the eligible costs incurred to the termination date, or may require the Grantee to return any or all federal funds transferred to the Grantee by the termination date, depending upon the circumstances of the termination.

This agreement becomes effective upon signature by both parties below, and the receipt by the Grantee of a *Purchase Order* for the contract sum from the Wisconsin State Historic Preservation Office on behalf of the State Historic Preservation Officer.

CITY OF WEST ALLIS

Jason Kaczmarek
Finance Director - City of West Allis, Wisconsin

Date

WISCONSIN STATE HISTORIC PRESERVATION OFFICE

Daina Penkiunas
State Historic Preservation Officer

Date

Scope of Work

Project No. WI-23-xxxxx

West Allis, Wisconsin

The State Historic Preservation Office (SHPO) and the City of West Allis, Wisconsin (Grantee), agree to the following scope of work and conditions for the preparation of National Register of Historic Places (NRHP) nomination documents for the following individual properties in West Allis:

- Tony Mazurco House (12233 W Cleveland Avenue)
- James William Pauers House (2479 S Green Links Drive)
- Longfellow School (2211 S 60th Street)

Scope

The Grantee will undertake and coordinate the completion and submission to the SHPO of sufficient documentation for nomination of these three properties to the NRHP.

Compliance with Federal and State Guidance

Forms and supporting materials for the nomination will be completed in accordance with the guidance in [National Register Bulletin 16A: How to Complete the National Register Registration Form](#).

The nomination will comply with *Additional Wisconsin SHPO Requirements*, and will be submitted using the "Wisconsin Preferred" nomination form, both of which are available at <https://wihist.org/NR-Manual>. The Grantee will direct the principal investigator to these documents, and advise them that compliance is required.

Subgrant Manual

The Grantee will comply with all standards and requirements in the [CLG Subgrant Manual \(Subgrant Manual\)](#) for allocation and use of federal funding. The Grantee will direct the principal investigator to the *Subgrant Manual* and inform them that compliance is required.

Request for Bids

After the execution of the *Memorandum of Agreement (MOA)*, the Grantee will issue a Request for Bids (RFB) to historic preservation consultants who have expressed interest in undertaking the project, and to other qualified consultants who may be interested in bidding. The city will use a competitive process in the procurement of consulting services.

Contract Template

A template for a contract between the Grantee and the selected consultant will be provided for the convenience of the Grantee. While this template may be revised to suit the Grantee's specific circumstances, sections XIII and XIV are critical to the integrity of the National Register program, and shall be included unrevised in the executed contract.

Principal Investigator and city staff

The consultant selected to prepare the nomination shall serve as the Principal Investigator for the project, and must meet the [Secretary of the Interior's Professional Qualification Standards for Architectural History](#). The Grantee's Project Manager shall assist in facilitating the work of the survey. Time spent by city staff to facilitate the project is eligible for reimbursement by the subgrant, and may be tracked and claimed for reimbursement.

SHPO Review of nomination documents

After each draft nomination is submitted to the SHPO, the SHPO shall retain editorial privilege over the nomination. The Grantee shall inform the consultant(s) of their responsibility to assist with an iterative revision of the nomination with the National Register Coordinator at the SHPO, which may extend beyond the Period of Performance.

Deliverables

Submission of the completed nomination packet to the SHPO is due by **July 29, 2024** for SHPO staff to confirm that all deliverables are complete and sufficient prior to the end of the Period of Performance.

The SHPO shall retain non-exclusive, irrevocable, royalty-free license to all copyrightable material ("Material") created within the scope of the agreement without limitation. The SHPO shall have the right to reproduce, alter, modify, publish, and display all Material created under the scope of this agreement as necessary in the opinion of SHPO to conform to and comply with their requirements and standards, and those of the National Park Service.

The following items will be submitted for each property by the project completion date of **August 30, 2024**.

1. One electronic copy and one paper copy of the National Register of Historic Places Inventory-Nomination Form using the ["Wisconsin Preferred" version of NPS Form 10-900 available on the WHS website](#).
2. One electronic copy and one paper copy of a 200-300-word summary of the significance of the property.
3. The full text of the nomination and of the summary statement.
4. Photographs: One commercially printed sets of digitally produced images printed at a size of 4" x 6" and labeled on the back in pencil.
5. A PowerPoint presentation that fully documents the significance and appearance of the property, to be presented at the quarterly meeting of the State Historic Preservation Review Board. The PowerPoint presentation must be compressed to create a file of 15MB or less. The presentation must be submitted on a CD along with the individual original uncompressed image files. Image files must be in JPG format at a minimum resolution of 300 DPI and a minimum width of 2000 pixels on

the longest side. This should result in a file size of around 7MB for each image file. The individual image files must contain the Architecture and History Inventory number and some description of the content.

6. Original USGS quadrangle maps (or an [NPS-approved digital equivalent](#)) necessary to identify the nominated property and its entire historic boundary. The map(s) must clearly show the location of the property be labeled (in pencil if maps are paper) with the UTM or Latitude/Longitude coordinates.
7. Historic district maps, site plans, and/or floor plans, as needed.
8. A complete list of all current property owners as listed in the land or tax records after the nomination is scheduled for a State Historic Preservation Review Board meeting.
9. One completed submission checklist.
10. New information about each nominated property shall be entered into the Wisconsin Historic Properties Database (WHPD) by the consultant. The consultant will be given access to WHPD for one month in order to enter new data on properties included in this project.
11. The Grantee will advise the consultant that they will be responsible for presenting the nomination(s) to the State Historic Preservation Review Board in person when it appears on the Board's agenda, and that any edits or additional information required by the State Review Board or the National Park Service will be provided by the consultant. Costs associated with this review process will be included in the project budget.

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