



Douglas County Heritage Conservation Council

NATURAL AND CULTURAL HERITAGE GRANT PROJECT AGREEMENT

Grant Recipient: _____ **Project No:** _____

Total Project Budget: \$ _____ **Award:** \$ _____

THIS AGREEMENT is hereby entered into this **DATE** by and between Douglas County, 1100 Massachusetts Street, Lawrence, KS 66044, acting through the Heritage Conservation Council (HCC), and, **NAME, ADDRESS**, herein called the Grantee.

WHEREAS, the Grantee has applied for and been awarded **AMOUNT** from the *Natural and Cultural Heritage Grant Program* for the project entitled “**GRANT PROJECT TITLE**”.

NOW THEREFORE, in consideration of the award of the grant, the Grantee agrees to administer said grant in accordance with the following policies and procedures:

A. PROJECT DESCRIPTION

The Grantee agrees:

- 1) To perform and produce the scope of work described in the grant application (Appendix A) and as applicable, HCC amendments (Appendix B) to the scope of work, in accordance with all applicable plans and specifications. If changes to the project scope are necessary, grantee agrees to get approval from the HCC before money is spent for items/activities that are not contained in this agreement.
- 2) Grantee will inform the HCC Program Coordinator as soon as possible of any significant problems, or delays that will materially affect the project or cause the project to fall behind schedule.

B. GRANT PERIOD

Starting Date: _____

Ending Date: _____

Please Initial: _____ Date: _____

C. COMPETITIVE PROCUREMENT PROCESS

1) Any services and/or materials that are expected to cost \$20,000 or more must seek at least three competitive bids or quotes from qualified individuals/firms. The Grantee must maintain financial records that verify the cost was competitively based from at least three written quotes submitted in response to written specifications. A waiver is permitted if fewer than three qualified individuals/firms are available to perform services and/or provide materials. Although it is not always necessary to select the lowest bid, an explanation for the selection must be documented which should be retained in your files and made available to the county upon request. County staff is available to help the grantee in meeting any procurement issues.

D. PAYMENT SCHEDULE

Below are the payment schedules.

Grants less than or equal to \$5,000

1) Once a grant performance agreement has been fully executed, the Grantee may begin project work. Grantee will receive a check from Douglas County for entire award amount.

2) Within 90 days of the completion of the project, the grantee needs to submit the receipt of fiscal documentation and a Final Project Report.

Grants greater than \$5,000

3) Once a performance agreement has been fully executed, the County will issue a payment of 30% of the project work.

4) When those funds have been expended and the grantee is ready for an additional payment, the Grantee shall submit an interim report as supplied by the grant program that includes financial information related to the initial 30% of project award and funds expended equal to next 60% of the award.

When applicable, the interim or quarterly report should also include:

- a. Building and zoning permits (if not provided with application) for all construction projects.
- b. Letters of determination from the State Historic Preservation Officer (evidence of compliance with the Secretary of the Interiors Standards).
- c. Approval letters for tax credit applications (state, federal, housing or other) from the appropriate reviewing authority.

5) Once the interim report is reviewed and approved by the Heritage Conservation Council, the County will disburse the next 60% of the project award as soon as reasonably possible.

6) The remaining 10% of the total grant amount will be distributed as a reimbursement and will be issued once the Final Project Report has been reviewed and approved by the Heritage Conservation Council . This report should include a full accounting of receipts and financial information (in-kind, tax credits, e.g.) for the entire length of the project. The Final Project Report template is available from the HCC Program Coordinator.

E. PROJECT REPORTS

Other than reports required as part of the Payment Schedule under Section D, grant recipients of grants over \$50,000 are required to submit quarterly progress reports if the project is longer than 6 month duration (where interim and final are the only required reports). When applicable, progress reports should include items (a), (b) and (c) under Section D, Payment Schedule. Progress reports are not tied to dispersal of funds.

F. CANCELLATION

The County or the Grantee reserve the right of termination for cause on a thirty (30) day notice should it be determined that either has failed to materially comply with the terms and conditions of the agreement, or when both parties agree that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of the County and/or Grantee.

G. MAINTENANCE AGREEMENT

The Grantee agrees to own and maintain the property, and if not the owner, to maintain the property, beginning with the signing of this agreement and ending five years from the completion of the project as indicated by the acceptance of the completion report by the County. Failure to maintain any improvements financed by this grant could provide cause for the county to seek reimbursement of all or part of the grant funds disbursed to the grantee. Exceptions to this requirement may be granted by the county for damages that result from fire, flood, tornado, or other events beyond the control of the grantee.

H. GENERAL CONDITIONS

1) Except for grants in the amount of \$5000 or less, the grant program should be treated as a reimbursement grant. The grant recipient shall pay, in full, all costs of the project as they become due and payable. Progress payments or monthly billings for a percentage of the completed project are not reimbursable under the

program. This provision should be taken into consideration when calculating the cash flow for the project and itemizing the project budget.

2. Construction projects performed on structures that are listed on local, state or national registers or that are pursuing such listing must be reviewed, prior to commencing work, by the State Historic Preservation Officer (or SHPO designee) for compliance with the Secretary of the Interiors Standards whether such a project requires a building permit or not. Letter of determination must be submitted to the Program Coordinator prior to commencing demolition or construction work.

3) If a concern or problem occurs during the implementation of the grant project plan, the HCC Program Coordinator will work with County staff and the grantee to resolve the issue. If the concern persists, it can be brought before the Board of County Commissioners.

4) When issuing press releases, official statements or documents that describe the project funded by Douglas County, an acknowledgement of the Douglas County Board of County Commissioners and the Natural and Cultural Heritage Program should be included.

5) The Grantee agrees that it will comply with and abide by all applicable statutes, including applicable zoning and development requirements, local, state and federal building code requirements, including the ADA Act of 1990, the Federal Civil Rights Act of 1964, the Kansas Conflict of Interest Act, K.S.A. 75-4301 et seq., the Kansas Open Records Act, K.S.A. 45-215 through 45-225, and the Federal Immigration Reform and Control Act of 1986. The Grantee also agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment,.

6) The grantee agrees that Douglas County 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 grant recipient hereunder and resulting solely from the negligent acts or omissions of the grant recipient, its agents, employees and subcontractors. Such claims may not be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

7) Property sold at a profit within five years of project conclusion may be subject to recapture of awarded grant funds at the rate of 20% per year.

APPENDIX A
GRANT APPLICATION

Please Initial: _____ Date: _____

APPENDIX B

Heritage Council Amendments

Please Initial: _____ Date: _____