

GRANT AWARD LETTER COVER PAGE**INTERGOVERNMENTAL
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

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|--|---|---|
| State Agency Department of Higher Education, History Colorado, the Colorado Historical Society | | SHF Grant Number 2023-M1-011 |
| Grantee City of Colorado Springs | | Grant Issuance Date 5/18/2023 |
| Maximum Grant Amount \$23,500.00 | Maximum Grant Percentage 72.31% | Grant End Date 5/18/2025 |
| Cash Match Amount \$9,000.00 | Cash Match Percentage 27.69% | Encumbrance: POGG1 2023*2572 |
| Agreement Authority Authority exists under the State Constitution article XVIII, §9(5)(b)(III) and CRS §44-30-1201 for the annual distribution of monies from the State Historical Fund (SHF). | | |
| Grant Purpose The purpose of this project is to complete a survey plan for historic properties in Colorado Springs, Colorado. | | |
| Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A, Scope of Work 2. Exhibit B, Budget 3. Exhibit C, Submittals & Deliverables 4. Exhibit D, SHF Provisions 5. Attachment 1, SHF Payment Request & Financial Report form <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. The provisions of the other sections of the main body of this Agreement. 2. Exhibit A, Scope of Work 3. Exhibit B, Budget 4. Exhibit C, Submittals & Deliverables 5. Exhibit D, SHF Provisions | | |
| Modifications | | |

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO

Jared S. Polis, Governor

History Colorado

Dawn DiPrince, Executive Director or Designee

DocuSigned by:

Dawn DiPrince

CFFF3E033D454B9...

By: Dawn DiPrince, Executive Director or Designee

Date: 5/18/2023

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

History Colorado

Breanne Nugent, Contracts Officer

DocuSigned by:

Breanne

B52EA1E14621434...

By: Breanne Nugent or Designee

Date: 5/18/2023

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in Exhibit B.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- D. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- E. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- J. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

- K. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. **“Matching Funds”** means the funds provided by Grantee as a match required to receive the Grant Funds.
- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- O. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- P. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Q. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- R. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- S. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- T. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. **“Subcontractor”** also includes sub-grantees.
- U. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- V. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. **“Work Product”** does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **STATEMENT OF WORK**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. **PROPERTY**

N/A

6. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before

the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Matching Funds

Grantee shall provide the Cash Match Amount shown on the first page of this Grant Award Letter and described in Exhibit B (the “Cash Match Amount”). Grantee’s obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee’s treasury or bank account. Grantee shall appropriate and allocate all Cash Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Payments

i. Payment Requests and Financial Reporting

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C.
- b. Grantee shall initiate payment requests using Attachment 1 submitted to the State in a form and manner approved by the State.
- c. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review.

E. Close-Out

Grantee shall close out this Grant within 30 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee’s final reimbursement request or invoice. The State will withhold 10% of grant award amount until all final documentation has been submitted and accepted by the State as substantially complete.

7. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §6.E, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

8. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

9. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJJ, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

10. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

11. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

12. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

**City of Colorado Springs
Historic Resources Survey Plan
Project #2023-M1-011**

Exhibit A

SCOPE OF WORK

- I. Purpose:** The purpose of this project is to complete a survey plan for historic properties in Colorado Springs, Colorado.
- II. Scope of Work is as follows:**
- A. Research and Review Previous Survey
 - 1. Conduct thorough search of local and state sources to gather information on past survey efforts and designated properties, including OAHP file search
 - 2. Review and evaluate existing survey data
 - 3. Conduct public meeting(s) to gather input from local stakeholders
 - B. Conduct a limited reconnaissance survey to identify historic property types within project area
 - C. Preparation of Draft Survey Plan
 - 1. Research and document the historic contexts associated with resources within the survey area
 - 2. Analyze gathered information and prepare prioritized recommendations for future survey efforts
 - D. Prepare survey plan document in the outline as indicated below
 - E. Conduct public meeting(s) to present findings and next steps

Survey Plan Outline

INTRODUCTION

- Purpose
 - Discuss the purpose of the project and expected results.
- Participants
 - Document project participants and their roles.
 - Document the sponsoring entity's preservation-related powers and duties.
- Funding
 - Document how the project was funded.
- Project Area
 - Describe the project area and how the project boundary was determined.
 - Provide a map of the project area.
- Methodology
 - Document the methodology employed to develop the survey plan.
- Survey Basics
 - Discuss the purpose, types, use, and value of historic resource surveys. See National Register Bulletin 24: Guidelines for Local Surveys: A Basis for Preservation Planning.
 - When discussing evaluation and designation of resources, include discussion of National, State, and Local registers.

**City of Colorado Springs
Historic Resources Survey Plan
Project #2023-M1-011**

Exhibit A

RESULTS

- Evaluation of Existing Survey Data
 - Summarize past survey projects and evaluate existing data.
Is the data outdated? Is it accurate? Was sufficient information collected to support current preservation planning efforts?
 - Provide maps documenting locations of previous survey efforts.
- Designated Resources
 - Document the site number, name, and location of all designated resources and districts within the project area (National, State and Local registers).
- Limited Reconnaissance Survey Results
 - Document and analyze the results of the limited reconnaissance survey. Identify the geographic distribution of historic resources, construction dates, general integrity level, concentrations of resources with high or good integrity, etc.
- Historic Contexts
 - Summarize the historic contexts (broad patterns of historical development) that are represented by resources within the project area.
 - Discuss areas where additional research is warranted.
- Property Types
 - Provide an overview of the property types discovered during project fieldwork.
 - Provide photographs of representative examples of each property type.
- Preservation Goals and Objectives
 - Discuss factors affecting the preservation of historic resources within the project area (threats, opportunities, programs, partnerships, initiatives, etc.).
 - Summarize public input received via outreach efforts.
 - Document community-wide preservation goals and objectives and the type(s) of survey data needed to support those efforts.

RECOMMENDATIONS

- Survey Priorities
 - Document survey needs identified through analysis of past work, reconnaissance survey results, community preservation goals, and public outreach.
 - Define potential projects and prioritize them according to defined criteria based on existing needs and community preservation objectives. Provide maps identifying recommended project areas. Document recommended methodology for each project.
 - Provide the estimated cost for each project.
 - Discuss potential funding options for survey efforts.

BIBLIOGRAPHY

- List primary and secondary sources consulted, including interviews and correspondence.

O:\Contracting\Contracts\2023\M1\23 M1 011 (Colo Spgs Survey)\23 M1 011 ex A.docx

**City of Colorado Springs
Historic Resources Survey Plan
Project #2023-M1-011**

Exhibit B

| BUDGET | |
|---------------------------|----------|
| TASK | AMOUNT |
| A. Survey Plan Activities | \$32,500 |
| <hr/> | |
| PROJECT TOTAL | \$32,500 |
| Grant Award (72.31%) | \$23,500 |
| Cash Match (27.69%) | \$9,000 |

**City of Colorado Springs
Historic Resources Survey Plan
Project #2023-M1-011**

Exhibit C

LIST OF SUBMITTALS

| <u>Project Reports</u> | <u>Due Date</u> | <u>Society Response</u> |
|---|-------------------|---|
| a. Payment Request Form (Attachment 1). Deliverables #1 – 3 below must be reviewed and approved before advance payment is made. | N/A | Advance payment of grant award \$9,400 |
| b. Progress Report # 1 | August 1, 2023 | Review* |
| c. Progress Report # 2 | November 1, 2023 | Review* |
| d. Progress Report # 3 | February 1, 2024 | Review* |
| e. Progress Report # 4 | May 1, 2024 | Review* |
| f. Interim Financial Report (Attachment 1). Deliverable #4 – 6 below must be reviewed and approved before Interim payment is made. | May 15, 2024** | Review & Approve. Interim payment of grant award \$11,750 |
| g. Progress Report # 5 | August 1, 2024 | Review* |
| h. Progress Report # 6 | November 1, 2024 | Review* |
| i. Progress Report # 7 | February 1, 2025 | Review* |
| j. Final Financial Report (Attachment 1) | April 15, 2025*** | Review & Approve. Final Reimbursement of grant award \$2,350 |

* At the discretion of the SHF technical staff, progress reports may not receive a response.

** Interim financial report due date is a guideline. Please submit the Interim financial report when 40% or more of the Advance has been expended and you are ready for the next payment.

***Final Payment is a reimbursement ONLY after **all** contractors have been paid.

All deliverables must be received at least 30 days prior to the Grant End Date.

**City of Colorado Springs
Historic Resources Survey Plan
Project #2023-M1-011**

Exhibit C

PROJECT DELIVERABLES

All deliverables must be submitted digitally to your assigned Resource Specialist.

Project Deliverables

Society Response

- | | |
|---|-------------------------------|
| 1. Initial Consultation with SHF Preservation Planning Specialist | Review Comment and/or Approve |
| 2. Contract Certification for: Survey Consultant | Review Comment and/or Approve |
| 3. Consultant Resume for: Survey Consultant | Review Comment and/or Approve |
| 4. Notification of initial public meeting | Review Comment and/or Approve |
| 5. Windshield Survey Summary | Review Comment and/or Approve |
| 6. Draft Survey Plan | Review Comment and/or Approve |
| 7. Final Survey Plan | Review Comment and/or Approve |
| 8. Notification of additional public meetings | Review Comment and/or Approve |
| 9. Documentation of professional/public outreach | Review Comment and/or Approve |

**City of Colorado Springs
Historic Resource Survey Plan
Project #2023-M1-011**

Exhibit D

STATE HISTORICAL FUND PROVISIONS

1. STANDARDS OF WORK

The Property Owner and Grantee agree that they will perform the activities listed in Exhibit A and produce the deliverables listed in Exhibit C in accordance with the pertinent sections of the applicable Secretary of the Interior's Standards for Archaeology and Historic Preservation. The Property Owner and Grantee shall perform any and all survey activities and submittals in accordance with the Survey Manual and How to Complete Colorado Cultural Resource Inventory Forms, Volumes I and II, June 1998 (Revised December 2001) for any and all survey activities and projects (copies of which are available through History Colorado).

2. DISSEMINATION OF ARCHAEOLOGICAL SITE LOCATIONS

The Grantee and Property Owner agree to provide History Colorado with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by History Colorado. The Grantee and Property Owner agree to otherwise restrict access to such archaeological surveys, as well as access to any other information concerning the nature and location of archaeological resources, in strict accordance with the provisions of History Colorado-Office of Archaeology and Historic Preservation, Policy on Dissemination of Information, adopted October 1991, a copy of which is available from History Colorado.

3. PUBLIC ACKNOWLEDGEMENT OF FUNDING SOURCE

In all publications and similar materials funded under this Agreement, a credit line shall be included that reads: "This project is/was paid for in part by a History Colorado State Historical Fund grant." In addition, History Colorado reserves the right to require that the following sentence be included in any publication or similar material funded through this program: "The contents and opinions contained herein do not necessarily reflect the views or policies of History Colorado".

4. MATCHING FUNDS

In the event that matching funds, as provided in Cover Page & Exhibit B, become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Project in proportion to the reduction in matching funds. If the total funding set forth in the Project Budget is not expended on completion of the Project, the State may reduce its pro-rata share of the unexpended budget.

5. ACCOUNTING

At all times from the effective date of this Contract until completion of this Project, the Grant Recipient and Property Owner shall maintain properly segregated books of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall accord with the Budget set forth in Exhibit B. Interest earned on funds advanced by the State shall be applied to eligible project expenditures, and will be deducted from the final payment.

6. QUALIFYING EXPENDITURES

Expenditures incurred by the Grantee or Property Owner prior to execution of this Agreement are not eligible expenditures for State reimbursement. If the Project involves matching funds, the State may allow prior expenditures in furtherance of the Scope of Work to be counted as part of such matching funds.

7. BUDGET REVISIONS

In the event budget line(s) need to be increased/decreased by 25% or more for any budget line item, grantee shall provide a written request, in advance, with a detailed explanation and information for the revision(s) in a form and manner approved by the state.

**City of Colorado Springs
Historic Resource Survey Plan
Project #2023-M1-011**

Exhibit D

8. RECAPTURE

The following recapture provision shall apply only to a private/for-profit property owner: in the event that the property, as a whole, is sold or ownership transferred within a five-year period after completion of the grant, the following recapture provision shall apply: if the property is sold or ownership transferred within the first year after completion, one-hundred percent (100%) of the funds awarded shall be returned to the state, with a twenty percent (20%) reduction per year thereafter.

9. ACQUISITIONS

For acquisition projects, upon receipt by the State of documentation for the execution of a recorded deed of real property between Property Owner and Grantee, the State, Grantee, and Property Owner agree the Property Owner will cease to be a party to the Agreement.

10. PROPERTY INSURANCE

For projects with physical work, Property insurance covering the building, including the premises, its equipment, and owner's interest in improvements and betterments on an "all risk" basis, including where appropriate the perils of fire, flood, and earthquake. Coverage shall be written with a replacement cost valuation and include an agreed value provision. Coverage shall also include restoration back to the original state. The deductible amount shall not exceed \$25,000.

v. 3.2023



PAYMENT REQUEST AND FINANCIAL REPORT FORM (ATTACHMENT 1)

For advance, contingency, and easement fee payments: Only complete steps 1, 2, and 5.

- Include a copy of the Easement Fee invoice when requesting an Easement Payment.

For all other payments, ALL steps and page 2 must be completed.

- Copies of invoices are not required, but may be requested by SHF staff.

Guidelines:

- Refer to Exhibit C of your grant award document for payment amounts and deliverables due before submitting a payment request.
- At least 40% of your previous grant payment must be spent or invoiced prior to receiving the Interim Payment(s).
- Approved contingency funds will be added to your final payment if not requested previously.
- **Final payment is a reimbursement only.** All invoices must be paid in full.

Step 1) General Information:

Project # _____ Grant Recipient Organization: _____

Step 2) Payment(s) Requested (Choose all that apply):

☐ Advance ☐ Interim ☐ 2nd Interim (if applicable) ☐ Final ☐ Contingency ☐ Easement

Step 3) Financial Report:

- Report all payments you've made, including payments of cash match, to subcontractors and individuals for work on the project since your last payment request.
- You must indicate which budget task(s) from Exhibit B the payment is for. If a single payment is for more than one budget task, break the invoice out onto multiple lines to report the amount paid for each task.

| Award Amount | \$ | Project Ratio | Grant Funds: | % / Cash Match: | % |
|---|---|--|--------------|-----------------|---|
| PAYEE NAME who was paid | BUDGETED TASK as listed in Exhibit B of Contract | DATE PAID | CHECK # | AMOUNT PAID | |
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| I hereby certify that all expenses reported above have been PAID and that all of the information is correct and that any false or misrepresented information may require immediate repayment of any or all funds. | | 1 st Interim Financial Report Total | | | |
| | | 2 nd Interim Financial Report Total | | | |
| | | Final Financial Report Total | | | |
| | | Project Total | | | |

Step 4) Additional Information:

Project is estimated _____% Complete Interest Earned: \$ _____

Step 5) Signature:

Grant Recipient Organization Signatory

Date

| FOR SHF USE ONLY | |
|------------------|----------|
| _____ | Review |
| _____ | QC |
| _____ | Approved |