

STATE OF GEORGIA

COUNTY OF FULTON

THIS GRANT AGREEMENT made and entered into this **15th day of July 2019**, by and between the Department of Natural Resources, State of Georgia, (hereinafter referred to as the DEPARTMENT), and the **City of Savannah**, whose address is **P. O. Box 1027, Savannah, Georgia 31402**, (hereinafter referred to as the RECIPIENT).

WITNESSETH:

WHEREAS, the provision of adequate public recreation and park facilities, equipment, and areas; the preservation of scenic, historic, ecological, and scientific sites; and the safe maintenance of such areas and facilities is an obligation of State government and a benefit to all the people; and

WHEREAS, O.C.G.A. § 12-3-32 authorizes the DEPARTMENT to provide the above mentioned services and facilities; and

WHEREAS, the DEPARTMENT is authorized by O.C.G.A. § 12-3-5 and 12-3-32 to contract and make cooperative agreements, leases, and rental agreements, with the United States Government, any county, municipality, local government, or any combination of same, any public or private corporation, firm, or any persons whatsoever, any public authority, agency, commission or institution, or between State agencies, for any of the services, purposes, duties, responsibilities or functions vested in the DEPARTMENT; and

WHEREAS, the DEPARTMENT acts as the liaison between the State of Georgia and the National Park Service, U.S. Department of Interior, by administering the Federal assistance program for preservation of properties listed on the National Register of Historic Places, as provided by the National Historic Preservation Act of 1966; and

WHEREAS, the RECIPIENT has duly applied for and been awarded a matching Federal grant in the amount of **\$6,800.00** to produce a historic resources survey for the Cuyler-Brownville Historic District.

NOW THEREFORE, in consideration of the promises, conditions and covenants hereinafter set forth, the parties hereby agree as follows:

A. The RECIPIENT agrees by the necessary negotiations, agreements and contract to:

1. Undertake a project to include the items as set forth in Exhibit A, attached hereto, and by reference incorporated herein.
2. Complete the project and submit one copy of a first draft of the project to the DEPARTMENT for review and comment. Such draft shall be submitted to the DEPARTMENT no later than **April 1, 2020**. The final draft shall be submitted to the DEPARTMENT no later than **June 1, 2020**, for review and approval.
3. Submit the required number of copies of the final project, as specified in Exhibit A, to the Department for review and approval. Such final project shall be submitted no later than **August 15, 2020**.
4. Notify the DEPARTMENT and obtain its approval prior to employing or otherwise securing the services of any consultant to be compensated with funds provided for in this Agreement.

B. The DEPARTMENT, in consideration of such promises, covenants and undertakings by the RECIPIENT, shall pay to the RECIPIENT an amount not to exceed **\$6,800.00**, such amount to be matched forty percent (40%) by the RECIPIENT. Payments on a sixty percent (60%) reimbursement basis may be made at reasonable intervals and upon submission to the DEPARTMENT of a request for reimbursement, supported by required financial documentation and progress reports. Ten percent of the total grant amount shall be withheld until review and approval by the DEPARTMENT of the final report. Final requests for reimbursement must be submitted to the DEPARTMENT no later than **October 30, 2020**. RECIPIENT shall maintain financial documentation concerning the project work until a successful audit has been completed by the DEPARTMENT and the DEPARTMENT has notified the RECIPIENT in writing that such records are no longer needed, or for three years after the project is completed.

The RECIPIENT agrees to comply with all applicable regulations, laws, policies, guidelines and requirements of the grant program, including OMB A-87 or A-122, A-102 or A-110, A-128, FMC 74-4 and 74-8, National Register Programs Guidelines, the Secretary of the Interior's "Standards for Archaeology and Historic Preservation," and any special conditions or regulations relating to the application, acceptance and use of Federal funds for a federally assisted project. Final products that do not conform to the applicable Secretary of the Interior's "Standards" will not be reimbursed. No part of the funds provided for under the terms of this Agreement shall be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designated to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect basis (18 U.S.C. § 1913).

1. The RECIPIENT will comply with Title V of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and in accordance with Title V of that Act, no person in the United States shall, on the ground of race, color, or national origin, 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 receives Federal financial assistance. The RECIPIENT will immediately take any measures necessary to effectuate this provision.
2. The RECIPIENT will comply with Title VI of the Civil Rights Act of 1966 (42 U.S.C. 2000 et seq.) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
3. The RECIPIENT will comply with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794 et seq.) which requires that no qualified handicapped individual is solely, by reason of handicap, excluded from the participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.

4. The RECIPIENT agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et. seq.). This act prohibits discrimination on the basis of disability in services, programs and activities provided by State and Local governments entities.

5. "The RECIPIENT agrees that as a condition to the receipt of funds provided herein, and in consideration of other benefits to be derived herefrom RECIPIENT covenants that it will have an organization-wide audit made by an independent accounting firm for fiscal years which begin after December 31, 1984, in accordance with the requirements, regulations, and exceptions prescribed under the Single Audit Act of 1984, (31 U.S.C. § 7501 et seq.), or OMB Circular A-110, and in accordance with generally accepted government auditing standards. Further, RECIPIENT agrees to provide one copy of any audit report so performed to the DEPARTMENT within 180 days following each audit period and as soon as such report is available to RECIPIENT. All records and financial statements as may be necessary to verify the proper accounting of federally financed programs shall be made available to the DEPARTMENT or its agents upon reasonable notice."

D. The RECIPIENT and the DEPARTMENT mutually agree:

1. That project work is limited to the historic preservation project only and that no development and/or physical improvements are allowable.

2. Any publications, exhibits, public announcements, news releases or presentations related to the project shall acknowledge Federal assistance substantially as follows: *This [name of project/product] has been financed in part with Federal funds from the National Park Service, U. S. Department of Interior, through the Historic Preservation Division of the Georgia Department of Natural Resources. However, the contents, opinions, and recommendations expressed in this [project/product] do not necessarily reflect the views or policies of the Department of the Interior or the Georgia Department of Natural Resources, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of*

race, color, national origin, age, gender or disability in its federally-assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street, N. W., Washington, D.C. 20240.

3. That any publication produced with the assistance of this grant or matching funds must have prior approval by the DEPARTMENT and the National Park Service.
4. That this Agreement is based upon the condition that if the RECIPIENT fails to perform fully that which it herein agrees to perform this Agreement shall be void and of no effect and in such event, any funds thus far paid by the DEPARTMENT to the RECIPIENT shall be returned except as provided in paragraphs D5 and D6 below, and shall be due and owing to the DEPARTMENT; but if such condition is fully and truly performed, this Agreement shall be and remain in full force and effect. That the failure of the DEPARTMENT at any time to require performance by the RECIPIENT of any provision hereof, shall in no way affect the right of the DEPARTMENT thereafter to enforce the same, nor shall the waiver by the DEPARTMENT of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.
5. If through any cause, the RECIPIENT shall fail to fulfill in timely and proper manner the obligation under this Agreement, or if the RECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, the DEPARTMENT shall thereupon have the right to terminate this Agreement by giving written notice to the RECIPIENT of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the RECIPIENT shall, at the option of the DEPARTMENT, become the property of the DEPARTMENT, and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any breach of this Agreement by the RECIPIENT, and the DEPARTMENT may withhold any

payments to the RECIPIENT, for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

6. The DEPARTMENT may terminate this Agreement at any time by giving written notice to the RECIPIENT of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the DEPARTMENT, become its property. If this Agreement is terminated by the DEPARTMENT as provided in this paragraph, the RECIPIENT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the RECIPIENT covered by this Agreement, less payments of compensation previously made.
7. Except as otherwise provided in paragraphs D5 and D6 above, all rights, title and interest in all documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by RECIPIENT pursuant to this Agreement (hereinafter referred to as the "project materials"), including without limitation any copyright, title, trademark and intellectual property rights in and to the project materials, shall remain with RECIPIENT. RECIPIENT reserves unto itself all rights of every kind and nature except those expressly granted to DEPARTMENT herein. RECIPIENT hereby grants to DEPARTMENT a perpetual, nonexclusive, nontransferable, royalty free, license to use, copy, maintain and modify the project materials, in whole or in part, and to incorporate the project materials, in whole or in part, into other works.
8. If the RECIPIENT is a nonprofit contractor as defined in O.C.G.A. 50-20-2, the RECIPIENT agrees to comply with the provisions of O.C.G.A. 50-20-1 through 50-20-8, and in particular the requirements of O.C.G.A. 50-20-3, and with such further instructions and requirements that the State of Georgia may subsequently require in the implementation of said audit and financial statement provisions.
9. The parties to this Agreement certify that the provisions of law regarding conflicts of interest of public officials and employees as set forth at O.C.G.A. 45-10-20 through 45-10-28 have not and will not be violated in any respect in regard to this Agreement.

10. The RECIPIENT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The RECIPIENT further covenants that in the performance of this Agreement no person having such interest shall be employed.
11. This Agreement is at all times subject to applicable State and Federal laws, standards and/or rules and regulations now existing or which may be hereafter enacted and/or adopted.
12. This Agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
13. Neither the performance nor the proceeds of this Agreement may be assigned except with the prior written consent of the Commissioner of the DNR. This Agreement represents the sole and complete agreement between the parties hereto and may be amended, changed or modified only by a written document signed by both Parties, hereto.
14. This Agreement represents the sole and complete agreement between the parties hereto and may be amended, changed or modified only by a written document signed by both Parties, hereto.
15. This Agreement is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one in the same instrument as the other.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed as of the day and year first above written.

GEORGIA DEPARTMENT OF NATURAL RESOURCES

_____ By _____

Witness

Dr. David Colin Crass, Division Director

RECIPIENT: CITY OF SAVANNAH

_____ By _____

Witness

Printed or Typed Name: _____

Printed or Typed Title: _____

EXHIBIT A
SCOPE OF WORK & BUDGET
CITY OF SAVANNAH
CITY-WIDE HISTORIC RESOURCES SURVEY, PHASE THREE, PART B
CUYLER-BROWNVILLE HISTORIC DISTRICT

SCOPE OF WORK

The RECIPIENT will conduct a comprehensive historic resources survey of an estimated 316 parcels (or as many as *funds will allow*), which will include buildings, structures, sites, and objects, constructed before 1979 and located within the boundaries of the locally designated Cuyler-Brownville Historic District shown on the map attached to this contract as **Exhibit B**.

All project work shall conform to the Secretary of the Interior's *Standards for Archaeology and Historic Preservation*, which include the *Standards for Evaluation, Identification, and Registration*. The project work will be prepared in accordance to (a) *National Register Bulletin: Guidelines for Local Surveys: A Basis for Preservation Planning*; (b) the Historic Preservation Division's guidance materials for identifying and documenting Georgia's historic resources, including the "Georgia Historic Resources Manual, August 2017" and "Tips for Using GNAHRGIS as part of a Georgia Historic Resources Survey," available online; and (c) the DEPARTMENT'S Georgia's Natural, Archaeological, and Historic Resources Geographic Information System (GNAHRGIS) web-based GIS database.

The RECIPIENT will ensure that the consultant(s) meets professional requirements according to the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61) and possesses the following:

1. A thorough knowledge of and familiarity with American architectural history;
2. Demonstrated experience in researching and describing historic resources, conducting architectural surveys, and writing historic contexts;
3. A thorough knowledge of and familiarity with identifying and evaluating Georgia's historic resources including architectural styles and types, the GNAHRGIS database, and survey procedures;
4. Demonstrated writing skills; and
5. Experience with digital photography.

The RECIPIENT will ensure that consultant(s) is familiar with data categories and procedures for the GNAHRGIS system and is aware of the information contained in Exhibit C.

The RECIPIENT will ensure that all survey data and digital photographs are entered in the GNAHRGIS online database within the contract period. All data groups in GNAHRGIS will be completed for each resource surveyed and a minimum of two (2) digital photographs per resource will be uploaded. Resource information is entered and stored via the GNAHRGIS website. Printed (hard copy) resource "forms" are not required and are not reimbursable as part of this grant.

The RECIPIENT will provide a survey area map delineating surveyed parcels. The map will indicate the survey area boundary, any relevant local or National Register of Historic Places-listed historic district boundaries, ALL addresses, legal parcels, and ALL street names, and be at a scale of 1" = 200'. The map will include a key explaining boundaries.

The RECIPIENT will provide three (3) final copies and two (2) electronic copies (CD/DVD/USB) of the survey report, and the survey map, to the DEPARTMENT within the contract period.

The survey report is to include at a minimum:

- **Executive summary**, which includes the total number of surveyed resources;
- **Project description**, including how the survey was funded, who sponsored the survey, the name of the surveyor, and a general description of the survey area, including a clear statement and justification of the boundaries of the Phase Three area surveyed, and the total number of surveyed resources for Phase Three;
- **Summary of previous preservation projects**, including previous survey efforts, local designations, National Register listings, and other historic preservation planning efforts;
- **Developmental history**: a brief written account of how the area developed over time and how it reflects distinctive aspects of Georgia's history;
- **Survey methodology**, including the fieldwork techniques and research methods employed while conducting the survey, references to previous surveys, and any re-survey completed as part of this project;
- **Recommendations for future preservation activities**, including: potential updates and/or amendments to existing National Register historic district listings, as applicable; designation recommendations for potential local historic districts, as applicable; and potential economic development, heritage tourism, and other preservation planning activities;
- **Survey results and architectural analysis**, including the total number of surveyed resources divided into appropriate categories, a table listing the main building types and main architectural styles as identified in GNAHRGIS, as well as narrative defining these, local architectural character, some general observations (such as integrity and condition of resources, character-defining features, and apparent developmental trends), and local landmarks and eccentricities;
- **Appendix 1**: table listing all GNAHRGIS ID numbers associated with the survey paired with the address of the resource that each GNAHRGIS ID number represents.
- **Appendix 2**: A survey map that delineates the survey area; existing local historic district and National Register-listed district boundaries and potential updates and/or amendments to these existing district boundaries; (this map will be integrated within the report, in addition to the separate 1"=200' map discussed above).

All project development by the RECIPIENT shall be reviewed by the DEPARTMENT. The review process includes reviewing and approving consultant selection, the consultant contract, GNAHRGIS data, first draft of

the survey report and map, subsequent drafts of the survey report and map, final draft of the survey report and map, and other materials determined necessary during project development.

Prior to review by the DEPARTMENT, the RECIPIENT shall review drafts of the survey report and map. If the RECIPIENT wishes to review draft GNAHRGIS survey data, the RECIPIENT shall ensure that the consultant provides access to this draft data.

The RECIPIENT will complete project work by the following due dates.

November 1, 2019 Approximately 25% of surveyed resource data entered into GNAHRGIS

January 1, 2020 Approximately 50% of surveyed resource data entered into GNAHRGIS

March 1, 2020 Approximately 75% of surveyed resource data entered into GNAHRGIS

April 1, 2020 First Draft of Survey Report submitted in hard copy (1 unbound copy) or electronic format (MS Word) and map to the DEPARTMENT for review and comment

June 1, 2020 Second Draft of Survey Report submitted in hard copy format to the DEPARTMENT for review and comment, as necessary
Final version of one (1) set of survey map(s) submitted for approval by the DEPARTMENT

August 15, 2020 Final Survey Report submitted to the DEPARTMENT in hard copy format three (3) copies and two (2) electronic copies (CD/DVD/USB)
Final Survey Map Submitted to the DEPARTMENT (1 copy)
All GNAHRGIS data and digital photographs for each resource completed

BUDGET

FEDERAL SHARE	\$6,800.00
MATCHING SHARE	<u>\$10,200.00</u>
TOTAL PROJECT COST	\$17,000.00

EXHIBIT B
MAP
CITY OF SAVANNAH
CITY-WIDE HISTORIC RESOURCES SURVEY, PHASE THREE, PART B
CUYLER-BROWNVILLE HISTORIC DISTRICT

Map delineating boundaries of the locally designated Cuyler-Brownville Historic District for FFY2019 HPF grant-funded Phase 3, Part B historic resources survey for the City of Savannah.

If funds allow for survey of additional resources outside of these boundaries, the consultant and the RECIPIENT (City of Savannah) should work with the DEPARTMENT (HPD) to define additional survey area boundaries in a systematic manner.

CUYLER-BROWNVILLE HISTORIC DISTRICT Historic Buildings Map

Updated: 8/18/2015



EXHIBIT C
NOTE ON RESURVEY OF RESOURCES
CITY OF SAVANNAH
CITY-WIDE HISTORIC RESOURCES SURVEY, PHASE THREE
CUYLER-BROWNVILLE HISTORIC DISTRICT

Include the following language in the Request for Proposal, as budgeting for resurvey of resources can impact cost and time allowances:

In 1997, the Cuyler-Brownville Historic District was surveyed, and resources documented through this survey were later entered into GNAHRGIS. Therefore, the 2019-2020 City of Savannah, Phase 3, Part B survey will have a high number of resurveyed resources. This means the surveyor will need to identify previously-surveyed points in GNAHRGIS and link new survey data (or resurveyed resources) to the previous entry to avoid duplicate entries for the same resource.

The surveyor will need to find the previous point or GNAHRGIS ID number via an address search or by locating the resource geographically using the GNAHRGIS map.

The process for resurvey is discussed in detail in the GNAHRGIS Quick Tips document provided by the Historic Preservation Division and also demonstrated in the GNAHRGIS website's GNAHRGIS Editing Basics – Webinar, accessed here:
https://www.itos.uga.edu/nahrgis/moreinfo_training.html.

Account for this process in determining time and budget allowances for this survey.

EXHIBIT D
NOTE ON SURVEY OF OUTBUILDINGS AND SECONDARY RESOURCES
CITY OF SAVANNAH
CITY-WIDE HISTORIC RESOURCES SURVEY, PHASE THREE
CUYLER-BROWNVILLE HISTORIC DISTRICT

Include the following language in the Request for Proposal, as budgeting for survey of outbuildings and secondary resources could impact cost and time allowances:

Substantial outbuildings and secondary resources, such as carriage houses, within the Cuyler-Brownville Historic District should be included in this survey. These types of resources will generally be included in the GNAHRGIS entry for the main building on a parcel. They will be added under the data group “Outbuildings/Secondary-Auxiliary Buildings,” and can either be identified as “Historic Outbuildings observed, noted here” or “Historic Outbuildings observed, recorded here” depending on the amount of information available on the outbuilding and its visibility from the street or lane. At least one photograph of each outbuilding should be included in the GNAHRGIS entry, as possible.