

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 20, 2009

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) receive and file** a fully executed National Park Service's American Battlefield Protection Program (ABPP) Grant Agreement for \$40,790 for the development of a battlefield site identification plan at Riverbend Park for the period August 1, 2009, through December 31, 2010; and **B) approve** Budget Amendment of \$40,790 within the Park Improvement Fund to establish budget for the approved grant.

Summary: On March 17, 2009, the Board authorized submission of a National Park Service American Battlefield Protection Program (ABPP) grant application for the development of a battlefield site identification plan at Riverbend Park (R2009-0441). The Board also authorized the County Administrator or his designee to execute the Grant Agreement (United States Department of the Interior National Park Service Grant Agreement No. GA-2255-09-021) and other standard state and/or federal grant forms related to this project if the grant was approved. This grant was approved, the Grant Agreement has been fully executed, and it is being submitted to the Board to receive and file and to establish a project budget. The grant will be matched with \$2,500 of in-kind service of staff time. District 1 (AH)

Background and Justification: The American Battlefield Protection Program makes federal funds from the National Park Service available to local governments for the protection of battlefield land, and sites associated with battlefields, that are located on American soil. The purpose of this program is to provide seed money for projects that lead directly to the preservation of battlefield land and/or their associated sites.

Riverbend Park is a unique 684-acre regional park located on the National Designated Wild and Scenic Loxahatchee River. Two Second Seminole War Battle sites, Powell's Battle, January 15, 1838, and Jesup's Battle, January 24, 1838, occurred along the Loxahatchee River. Previous research indicates that the majority of the battles occurred inside Riverbend Park. Palm Beach County would like to continue site identification and documentation to match historical research to events on the ground. This grant provides funding for the first step in a three step process. In the second step, Palm Beach County will pursue a strategic plan through planning and consensus building, and finally a planning module for interpretation and education. A competitively selected consultant approved by the National Park Service will be hired to develop a battlefield site identification plan.

Attachments:

- 1. Grant Agreement
- 2. Budget Amendment

Recommended by: 
Department Director

9/30/09
Date

Approved by: 
Assistant County Administrator

10/13/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>40,790</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(40,790)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>2,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>2,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund Department Unit
 Object Program N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

FUND: Park Improvement Fund (3600) and General Fund (0001)
 UNIT: Riverbend/Reese Grove Park Ph 3 (P616) and Riverbend Park (5417)

In-kind services (staff time)	0001-580-5417	\$2,500
American Battlefield Protection Program (ABPP) grant	3600-581-P616	\$40,790
Total Grant Project Cost		\$43,290

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Grant match details can be found on approved agenda 3M6 dated March 17th, 2009 under application task, schedule and products.

[Signature] 10/18/09
 OFMB *[Signature]* 10/18/09 *[Signature]* 10/18/09 *[Signature]* 10/18/09

[Signature] 10/18/09
 Contract Development and Control
[Signature] 10/18/09

B. Legal Sufficiency:

[Signature] 10/19/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/2003
 ADM FORM 01

This summary is not to be used as a basis for payment



United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, D.C. 20240

IN REPLY REFER TO:

GRANT AGREEMENT No. GA-2255-09-021

Upon signature of both parties below, the National Park Service (NPS) will have obligated with this Grant Agreement the sum of **\$40,790** appropriated in fiscal year 2009 from the American Battlefield Protection Program Fund authorized by the Omnibus Parks and Public Lands Management Act of 1996 (P.L. 104-333) and by the Fiscal Year 2009 Omnibus Appropriations Act (P.L. 111-8). The term of this grant agreement is:

Beginning Date: August 1, 2009

Ending Date: December 31, 2010


In accepting this grant, evidenced by signature below, **Palm Beach County, FL** agrees to comply with Department of the Interior regulations and requirements governing Federal grants stipulated in 43 CFR 12, which incorporate by reference Office of Management and Budget (OMB) Circular A-102 (Administrative Requirements for Grants to State and Local Governments); Circular A-87 (Cost Principles for State, Local and Indian Tribe Governments); and Circular A-133 (Audits of State, Local Governments and Non-Profit Organizations). These requirements are hereby incorporated by reference into this grant agreement. These special conditions are also hereby incorporated into this grant award. The terms and conditions of this grant award shall be extended to subrecipients and subcontractors.

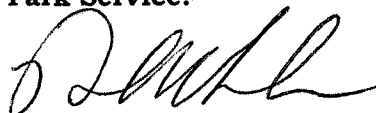
None of the funds awarded may be used to process any grant or contract documents which do not include the text of 18 U.S.C. 1913 prohibiting lobbying with appropriated funds. In accordance with Section 302 of Public Law 110-161 (the Fiscal Year 2009 Omnibus Appropriations Act), the recipient shall not use any part of the appropriated funds for any activity or for the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

In witness thereof, the parties have executed this Grant Agreement as of the dates entered below.

Grantee:

National Park Service:

By 
Authorized Official

By 
Paul Hawke

Title Director, ^{Palm Beach County} PARKS & RECREATION DEPT Chief, American Battlefield Protection Program

Date August 1, 2009

Date Aug 7, 09

GRANT TERMS AND CONDITIONS

Grant Number	Beginning Date	End Date
GA-2255-09-021	August 1, 2009	December 31, 2010

1. **Administrative Requirements.** The grantee agrees that the conditions and requirements of Office of Management and Budget (OMB) Circulars A-102, A-87 (see 43 CFR 12), and A-133 will be the basis for its operation and administration of this grant. The grantee also agrees to the following terms and conditions necessary to facilitate post-award administration of the grant and to protect the interests of the Federal Government. Grantee noncompliance with these terms and conditions will cause disallowance of costs charged to the grant.

2. **Work Program.** Unless otherwise specified, the grantee shall carry out the scope of project work specified in the grant application forwarded to NPS. If any portion of the work to be supported by this grant receives financial assistance from another source during the grant period, the grantee must notify the grant awarding official (the NPS official whose signature and title appears on the Grant Agreement).

In accordance with OMB Circular A-102, the grantee may not, without prior written approval by the NPS grant awarding official, make changes in the approved grant application or budget that would materially alter the scope of work described in the enclosed Summary of Objectives and Results and the Work-Cost Budget.

The grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party. The execution of subcontracts shall not alter or modify the obligations of the grantee. However, the grantee may subcontract for performance of project-related work summarized in this Grant Agreement and described in the grantee's application to NPS. All subcontracts are subject to prior written approval of NPS and, upon approval, become part of the Grant Agreement. Subcontracts also may not be changed without prior approval by NPS. The grantee remains fully responsible for the acts, omissions, or noncompliance of its subcontractors and of persons directly or indirectly acting for, or employed by, such subcontractors.

3. **Period of Performance.** All costs incurred during the grant period (**August 1, 2009**, through **December 31, 2010**) must be billed to the National Park Service within 90 days of the end date of the grant (by **March 31, 2011**) or the completion of project work, whichever is sooner.

4. **Method of Payment.** Payment of grant funds will be made using the electronic transfer of funds to a specified account for all advances and reimbursements. An SF 270, Request for Advance or Reimbursement Form, must be submitted to the grant awarding official for each payment request. If an advance is requested, an SF 272, Federal Cash Transactions Report, must then be submitted to NPS to record that grant funds drawn as an advance have been promptly expended. **The grantee must disburse cash advances as closely as is administratively feasible to the receipt of the funds advanced and not more than 30 days after receiving the advance.** Only those persons whose signature appears on the SF 1194 Signature Card will be recognized by NPS as authorized by the grantee to sign SF 270 payment requests. Payment requests should be made promptly and preferably be for no less than \$500.00.

GRANT TERMS AND CONDITIONS

Grant Number	Beginning Date	End Date
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5. **Allowable and Eligible Costs.** Expenses charged to grant funds may not be incurred prior to the beginning date specified above or subsequent to the grant end date, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget.

All expenses charged to the grant must be: directly related to the approved objectives and budget; eligible in accordance with OMB Circular A-87; and supported by approved contracts, purchase orders, requisitions, bills, or other evidence of liability consistent with generally established purchasing procedures and generally accepted accounting principles.

If travel costs are charged to this grant, the grantee and its contractors must follow the travel policies in the Standardized Government Travel Regulations (41 CFR 101-7), and must not exceed these standard rates. All charges for grant-assisted travel must conform to OMB Circular A-87 standards. Vehicle charges are currently 55 cents per mile.

Prior to the expenditure of grant funds for equipment costing \$100 or more that is not listed in the enclosed budget, the grantee must submit a written request for NPS authorization of each equipment purchase. The grantee agrees to keep a property inventory and to comply with the property management requirements of OMB Circular A-102 (see 43 CFR 12.72) for all equipment purchased with grant funds.

6. **Project Monitoring.** The grantee agrees to maintain close liaison with NPS representatives throughout the grant period. NPS reserves the right to request meetings, upon reasonable notice, with grantee project staff at intervals during the course of project work. The grantee agrees to promptly notify the grant awarding official should any of the following conditions become known:

- a. Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work.
- b. A need for adjustment to the project budget.

7. **Progress Reports and Final Report.**

An acceptable Interim Progress Report (including the ABPP Project Status Report Form and Standard Form 269A Financial Status Report) must be submitted to NPS every three months during the grant period, with the initial Progress Report due not later than **October 1, 2009**.

- a. Three copies of a narrative Final Project Report must be submitted within 90 days following the end date of the grant. **The Final Project Report and all deliverables must be submitted and approved before the final payment request will be approved.**

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- b. **Failure to submit acceptable progress reports may cause NPS to withhold payment or affect the grantee's eligibility for future grant awards.**
- c. The grantee shall furnish to NPS sample copies of any major publications, reports, studies, or similar materials which are produced with this grant assistance (see Grant Condition 15). This requirement covers major grant-assisted products and not routine correspondence or reports.

8. **Record-Keeping and Audit.** The grantee agrees to maintain property, personnel, financial, and other records and accounts pertinent to the funds awarded by this grant in accordance with OMB Circulars A-102, A-87 and A-133. The grantee and its contractors will permit on-site inspections by NPS representatives, and will effectively require employees, agents, and subcontractors to furnish such information as, in the judgment of NPS representatives, may be relevant to a question of compliance with grant conditions and directives on the effectiveness, legality, and achievements of the grant-supported activity. The grantee's regular Single Audit(s), required by OMB Circular A-133, must contain this grant award.

The grantee shall obtain an audit of grant expenditure records in accordance with OMB circular A-133 which requires a Single Agency Audit for any grantee who expends at least \$500,000 of Federal grant funds (from all sources) in a fiscal year. Financial audits that include costs incurred for this grant (including nonfederal matching share) must be transmitted to the Federal Audit Clearinghouse, Data Preparation Division, U.S. Bureau of the Census, 1201 E. 10th Street, Jeffersonville, Indiana 47132. A reasonable proportion of the costs of an acceptable audit performed in accordance with OMB Circular A-133 may be charged to this grant.

If an audit is required by OMB Circular A-133, the grantee must complete and submit one signed copy of the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations, SF-SAC, and one copy of the reporting package to the National Park Service within 30 days of the grantee's receipt of the completed audit report. The form must state whether the audit was completed, provide information about the grantee, the results of the audit, the Employer Identification Number (EIN) and the Dun and Bradstreet (D&B) Data Universal Numberings System (DUNS).

9. **Access to Records.** The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, shall have access for the purpose of financial or programmatic review and examination to any books, documents, papers, and records of the grantee that are pertinent to the grant at all reasonable times during the period of retention provided for in OMB Circular A-102.

10. **Acknowledgment of Federal Assistance and Disclaimer.** Press releases, newsletter articles, and similar materials about grant-assisted activities must include a mention of NPS grant assistance.

All publications, informational and similar materials, including video and audio tapes must contain the following disclaimer and acknowledgment of NPS support: "This

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material is based upon work assisted by a grant from the Department of the Interior, National Park Service. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior." All consultants hired by the grantee must be informed of this requirement.

NPS shall have a royalty-free right to republish any published material generated by this grant.

11. **Proposals and Products as Public Record.** All material, documents, and information produced by this grant becomes part of the public record and is available to the public unless the grantee and NPS mutually agree that disclosure of the data or information would be harmful. In such cases, the data or information may be held in confidence by the grantee. However, the grantee must still provide sufficient information to NPS to demonstrate compliance with Grant Conditions.

12. **Compliance.**

- a. The grantee and its subcontractors will comply with all applicable statutes and Executive Orders on equal opportunity (including Title VI, Section 504 and age discrimination), and this grant will be governed by the provisions of all such statutes and Executive Orders, including enforcement provisions, as implemented by Department of the Interior regulations published in 43 CFR 17.
- b. The administration of this award must be accomplished free from conflict of interest, bribery, "kickbacks," cost-plus-a-percentage-of-costs contracts, and other procurement practices prohibited by OMB Circular A-102.
- c. In accordance with Executive Order 12549 "Debarment and Suspension," the grantee and its subcontractors must not make any award or permit any award to any party which under Executive Order 12549 is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs.

13. **Suspension or Termination.** Failure of the grantee to comply with any of the terms or conditions of this Agreement shall be deemed a material breach of this Agreement, and after written notice, NPS shall have every right and remedy under law to suspend, terminate, or annul this grant. This grant may be suspended or terminated for cause by NPS in accordance with OMB Circular A-102

This grant may also be terminated by mutual agreement, which shall not affect any valid commitment of grant funds that, in the judgment of both NPS and the grantee, had become firm before the effective date of the termination. In addition, NPS will periodically review the project to determine progress, and reserves the right at those times after written notice to withdraw grant funds not already expended or under subcontract.

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14. Scope of work. The approved Summary of Objectives and Results for this grant award is as follows:

A. Oversee and manage the development of an site identification project for the Second Seminole War battlefields at the Loxahatchee River site. In order to complete this project, the grantee will undertake the following tasks.

1. Attend Training at ABPP

2. Hire needed consultants

Through a Request for Proposals (RFP) process, find and contract a qualified consultant to undertake the tasks outlined in the work plan. Submit a copy of the RFP to the American Battlefield Protection Program for review and comment before sending it out for bid, and submit copies of all bids received, along with criteria for choosing the consultant, with consultant choice.

3. Submit workplan

Submit a detailed workplan to the ABPP for the project no later than 30 days after hiring the consultant(s). The workplan shall include a statement of purposed, specific tasks required to complete the project, expenses associated with each task, responsible party to complete work, an outline/table of contents for the written report and schedule for completion of each task and of the final report. Allow 30 days for ABPP review and approval of the workplan.

4. Submit an archeological research design

Submit a detailed research design and schedule for completing this project no later than 30 days after the workplan has been approved. The research design shall include a statement of purpose, an estimate of what percentage of the site will remain intact after testing, target survey coverages, outlined NAGPRA and ARPA procedures to be followed in the event of discoveries, and a specific strategy for recording the historic property's boundary, an outline/table of contents for the written report and intra-site patterns activity in a standard and systematic approach. A list of defining features and how they will be tested to establish core resources will be anticipated. Allow 30 days for ABPP approval of the research design.

5. Complete the field work

Gather primary source information on the military resources from various archives, libraries, and institutes. Perform a GIS survey of the battlefield, using the National Park Service battlefield survey data dictionary available at <http://www.cr.nps.gov/hps/gis/reports/datadict/toc.htm>. Correlate the data gathered from the GIS survey with historical descriptions of action during the battle. Conduct a preliminary archeological assessment, paying special attention to battlefield boundaries using the KOCO A approach as directed.

6. Complete the lab analysis

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Per Archeological Resource Protection Act (1979), ensure by written agreement that all artifacts are stored in a repository that meets or exceeds the standards of NPS Museum Handbook I and II.

7. Draft a technical report

Produce a draft technical survey report that summarizes the results of the GIS and archeological surveys and includes a master artifact catalog. Submit GIS data files in shapefile (*.shp) format. For each shapefile submitted, also include Federal Geographic Data Committee (FGDC) compliant metadata. Include copies of all data layers used in the project, including historic or other underwater mapping. Where applicable, submit all raw, uncorrected GPS data. The draft technical report should also include an assessment of the battlefield's potential eligibility for the National Register of Historic Places under Criteria A and D. Allow for three copies and 60 days for ABPP approval.

Collect background information that will include maps, historic information, current land uses, cultural landscape, archeological resources, development trends, threats, etc. Describe historical significance of the battle. Determine historical significance and boundaries and identify natural and cultural resources, including historic sites. Provide an inventory of all significant cultural resources of the battlefield. In addition, identify significant viewsheds to and from the battlefield.

8. Coordinate compliance and review of entire project

Meet and follow the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (Federal Register, September 29, 1983 [48FR44716], updates available at www.cr.nps.gov/local-law/arch_stnds_0.htm). In accordance with Section 110 of the National Historic Preservation Act, as amended, ensure that activities associated with this project are carried out in consultation with other Federal, State, local agencies, and Indian tribes as appropriate.

9. Report to the ABPP

Submit quarterly status reports to the American Battlefield Protection Program, the first of which is due by October 1, 2009, and shall be due every January 1, April 1, July 1 and October 1 until project completion. All quarterly reports shall be furnished on the ABPP's "Grant Funding - Project Status Report" form (<http://www.nps.gov/history/hps/abpp/>) with original signatures. In addition, Standard Form 269A Financial Status Form shall be submitted each quarter along with the ABPP Project Status Report. Produce a revised product - allow for two copies and 60 days for ABPP approval. Submit this draft project report to the American Battlefield Protection Program for review and comment no later than at 80% allocation of grant funds. After addressing ABPP comments, make three acid-free copies and one digital copy (on CD) of final products and submit for final approval. In addition to the final technical report, produce a 5-15 page Final Program Performance Report, which shall describe actual accomplishments of the project, quantifiable project output and products, computation of the cost per unit of project output, reasons why any goals or objectives were not met, and any other pertinent information. Send **all paperwork**, including original

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reports, financial requests, and final products to the Washington DC office of the American Battlefield Protection Program for processing.

B. Budget

Category	Federal Share
Personnel (Section A totals)	
Consultant Fees (Section B totals)	\$40,000
Travel/Per Diem (Section C totals)	\$790
Supplies/Equipment (Section D totals)	
Other (Section E totals)	
TOTAL PROJECT COSTS	\$40,790

15. Deliverables. The following products produced with this grant assistance must be forwarded to the National Park Service:

- Two (2) copies of the first draft technical report, and two (2) copies of all revised drafts.
- One (1) copy of the Final Program Performance Report.
- Three (3) archival acid-free paper copies of the final technical report, including an assessment of potential eligibility of the battlefield for the National Register of Historic Places under Criteria A and D.
- One (1) archival acid-free paper copy of the final technical report with ARPA 1979 (section 470hh) deleted sections and unbound for copying.
- One (1) digital copy of the final technical report.
- One (1) digital copy of the final technical report with ARPA 1979 (section 470hh) deleted sections for public availability.
- Three (3) digital copies of the all GIS data produced during this project. All GIS data files shall be in shapefile (*.shp) format. Federal Geographic Data Committee compliant metadata shall be submitted for each shapefile. Include copies of all data layers used in the project. Where applicable, also submit all raw uncorrected GPS data.
- Three (3) copies of any brochures, PowerPoint and/or printed battlefield maps created under this grant.

16. Limitation on Expenditures. The grantee assumes fiscal liability, without recourse to the NPS, for all commitments that exceed the funds provided in the grant agreement

17. NPS Concurrence with Selection of Consultants.

The grantee must submit resumes and responses to its Requests for Proposals, along with its justification for which consultant(s) it selects for grant-assisted work to the NPS Grant Awarding Official for concurrence by NPS. The consultant(s) must have the requisite experience and training in historic preservation to oversee the preservation

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGRV 581
BGEX 581

FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 09/18/09	REMAINING BALANCE
REVENUES								
3600-581-P616-3107	Fed Grant Capital-Culture/Recr	0	0	40,790	0	40,790	0	40,790
TOTAL RECEIPTS & BALANCES		9,809,163	9,809,163	40,790	0	9,849,953		
APPROPRIATIONS								
3600-581-P616-6505	Design/Eng/Mgmt- Cip Admin	0	0	40,790	0	40,790	0	40,790
TOTAL APPROPRIATIONS & EXPENDITURES		9,809,163	9,809,163	40,790	0	9,849,953		

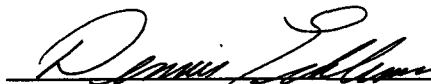
Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 _____

9-22-09

By Board of County Commissioners
At Meeting of
October 20, 2009
Deputy Clerk to the Court