



**Town of New Castle**  
450 W. Main Street  
PO Box 90  
New Castle, CO 81647

**Administration Department**  
**Phone:** (970) 984-2311  
**Fax:** (970) 984-2716  
[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

**Agenda**  
**New Castle Historic Preservation Commission**  
**Special Meeting**  
**Monday, June 13, 2022, 6:30 PM**



Full packets of HPC meetings are available online by visiting  
<https://www.newcastlecolorado.org/meetings>  
or by scanning the **QR code** above.

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Meeting Notice**

**Conflicts of Interest**

**Citizen Comments on Items NOT on the Agenda**

-Comments are limited to three minutes-

**Agenda Changes**

**Items for Consideration**

- A. Consider History Colorado 2022 Grant Agreement** (Page 2)
- B. Consider Consultant Team for 2022 New Castle Historic Town Survey** (Page 26)
- C. Consider Approval of May 16, 2022 Minutes** (Page 27)

**Commissioner Comments**

**Adjourn**



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## Memorandum

**To:** Historic Preservation Commission  
**From:** Remi Bordelon  
**Re:** History Colorado 2022 Grant Agreement  
**Date:** **June 13, 2022**

**Purpose:**

The purpose of this agenda item is to review the History Colorado Certified Local Government Grant Award Agreement. The purpose of this grant is to fund a historic town survey conducting a reconnaissance level survey of 11 previously designated properties and 53 properties along Main Street in New Castle, Colorado. The grant expiration date is December 31, 2023.

The following Exhibits and attachments are included with the Grant:

1. Exhibit A, Scope of Work.
2. Exhibit B, Project Budget.
3. Exhibit C, Project Schedule & List of Submittals and Deliverables.
4. Exhibit D, Federal Provisions.
5. Attachment 1, CLG Subgrant Program Payment Request & Financial Report form.

Project Deliverables include:

1. Documentation of three bids
2. Consultant Resume
3. Subcontract Certification Form
4. List of properties to be surveyed
5. Initial Consultation with OAHP Staff & Selected Consultant
6. 10% Draft Survey Forms (7 Reconnaissance)
7. 100% Draft Survey Forms
8. Draft Survey Report
9. Final Survey Forms
10. Final Survey Report
11. Documentation of Public Outreach
12. Final Project Report

**Next Steps Include:**

- Hiring a survey consulting team.
- Review of consulting team's contract.
- Meeting with History Colorado and consulting team to review contract expectations and commission questions.

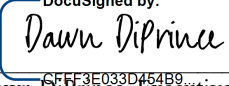
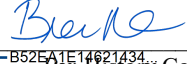
**HISTORY COLORADO  
CERTIFIED LOCAL GOVERNMENT  
GRANT AWARD LETTER**

**SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

<b>State Agency</b> Department of Higher Education, History Colorado, the Colorado Historical Society	<b>Grant Award Number</b> CO-22-10002
<b>Grantee</b> Town of New Castle	<b>Grant Maximum Amount</b> \$19,550.00
<b>Encumbrance</b> POGG1 2022*3332	<b>Local Match Amount</b> \$0.00
<b>Grant Issuance Date</b> 5/23/2022	<b>Grant Expiration Date</b> December 31, 2023
<b>Grant Authority</b> Authority exists under the National Historic Preservation Act (NHPA), 54 U.S.C 300.101 et. sq.; Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance; Public Law: 114.223 and 114.254; 54 U.S.C. §302902(a) Grants to States. 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).	
<b>Grant Purpose</b> The purpose of this project is to conduct a reconnaissance level survey of 11 previously designated properties and 53 properties along Main Street in New Castle, Colorado.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> <li>1. Exhibit A, Scope of Work.</li> <li>2. Exhibit B, Project Budget.</li> <li>3. Exhibit C, Project Schedule &amp; List of Submittals and Deliverables</li> <li>4. Exhibit D, Federal Provisions.</li> <li>5. Attachment 1, Certified Local Government Subgrant Program Payment Request &amp; Financial Report form</li> </ol> <p>In the event of a conflict or inconsistency between this Grant 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"> <li>1. Exhibit D, Federal Provisions.</li> <li>2. The provisions of the main body of this Grant.</li> <li>3. Exhibit A, Statement of Work.</li> <li>4. Exhibit B, Project Budget.</li> <li>5. Exhibit C, Project Schedule &amp; List of Submittals and Deliverables</li> </ol>	

**SIGNATURE PAGE**

**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor History Colorado Dawn DiPrince, Executive Director</p> <p>DocuSigned by:  CFF3E033D454B9</p> <hr/> <p>By: Dawn DiPrince, Executive Director</p> <p>Date: <u>5/22/2022</u></p>	<p>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.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b> History Colorado Breanne Nugent, Delegate</p> <p>DocuSigned by:  B52EA1E14621434</p> <hr/> <p>By: History Colorado</p> <p>Date: <u>5/23/2022</u></p>
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## 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.

### 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.

### C. Grantee’s Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

## 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. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- K. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. U.S. Department of the Interior, National Park Service is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- L. **“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.
- M. **“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.
- N. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- O. **“Matching Funds”** means the funds provided by Grantee as a match required to receive the Grant Funds.
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- R. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- S. **“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.
- T. **“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.
- U. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **“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.
- W. **“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.
- X. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- Y. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- Z. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other

Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

- AA. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- BB. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- CC. **“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. 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 Maximum Amount 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. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

##### C. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit B (the “Local Match Amount”). Grantee shall appropriate and allocate all Local 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.

##### D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs according to the schedule contained in Exhibit C, 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, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State’s review and approval thereof, subject to the provisions of this Grant. 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).

E. Close-Out

Grantee shall close out this Grant within 60 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 allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

**6. 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 §5.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 and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency 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.

**7. 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. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. 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. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

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. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

**8. 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 CJ, 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.

**E. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. 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.

**10. 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.

**11. 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 or any terms of the Federal Award, 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.

**12. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

L. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall 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 and available at <https://www.w3.org/TR/WCAG21/>.

**17. FEDERAL ACKNOWLEDGEMENT**

A. Grantee agrees to the acknowledgement of National Park Service funding support in Press releases, publications, and any other public dissemination of information (including electronic materials such as World Wide Web

pages, and in connection with the publication or dissemination for any printed, audio-visual, or electronic materials based on, or developed under, any activity supported by the Grant funds. This acknowledgment shall be in the form of the following statement:

“The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior for History Colorado. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or History Colorado, nor does the mention of trade names or commercial products constitute an endorsement or recommendation by the Department of the Interior or History Colorado.”

And

“This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, 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, disability, or age 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 of Equal Opportunity  
National Park Service  
1849 C Street, N.W.  
Washington, D.C. 20240

## EXHIBIT A, SCOPE OF WORK

**I. Project Purpose:** The purpose of this project is to conduct a reconnaissance level survey of 11 previously designated properties and 53 properties along Main Street in New Castle, Colorado.

**II. Specification of Work:**

A. Conduct Survey on 64 properties

1. Fieldwork
2. Research
3. Documentation
4. Property owner outreach

B. Complete Site Forms and Survey Report

1. 64 Reconnaissance Level Survey Forms (SHPO Form 1417)
2. Survey Report

C. Conduct Public Outreach

**III. Required Standards:**

- Secretary of the Interior's Professional Qualification Standards
- Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology
- Work not meeting the Secretary's Standards in the judgment of History Colorado staff shall not be reimbursed.
- Selection of Consultants: History Colorado shall have the opportunity to participate in the selection of any consultants hired to conduct any portion of the above scope of work. A consultant shall meet professional qualifications described in 36 CFR 61, "Procedures for Approved State and Local Government Historic Preservation Programs, April 13, 1984," or otherwise approved by HC. Grantee shall submit to HC evidence of compliance with Federal competitive procurement requirements for professional services and subcontracts prior to reimbursement of costs. Grantee shall have final decision rights as to selection of the professional consultant hereunder. Prior to the start of the project, the designated CLG representative shall discuss the scope of work and reporting requirements with History Colorado staff.
- No member, officer, or employee of the CLG grant recipient, including advisory board, review board, or commission board members shall have any interest in the agreement or the process thereof, except that such persons may provide technical consultative, or oversight assistance in a voluntary capacity (i.e., unpaid), and the time not charged to the required matching share for the HPF grant.

Standards specific to survey projects:

1. Grantee agrees that all survey work shall be completed to the standards provided by the History Colorado (HC) and detailed in the Colorado Survey Manual. Survey forms shall be provided by HC.
2. Photographs submitted shall be properly labeled in accordance with the Colorado Survey Manual.
3. Survey work shall also meet the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation published September 29, 1983 in the Federal Register.

Products specific to survey projects:

1. Grantee shall prepare a draft and final survey report that follows the format outlined in the Colorado Survey Manual. Included in the final survey report shall be a map, which clearly delineates the project boundaries. The survey report shall also include a listing of all the

- properties surveyed with their official state site numbers (Smithsonian Trinomial number) and an evaluation of their eligibility for local, state, and national registration.
2. Grantee shall submit a USGS 7.5' quad map plus a city plat or planning map outlining the boundaries of the survey area with a key that identifies the boundaries of eligible districts, contributing and non-contributing properties and individually eligible properties. Each resource recorded during the project should be clearly identified on the map by state site number.
  3. Grantee shall conduct a minimum of one public meeting to describe the results of the project. Minutes of the meeting shall be submitted to History Colorado.
  4. Grantee shall submit all inventory forms completed for the survey. Forms should be completed in accordance with the established instructions and must include appropriate location data and state site numbers.

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## EXHIBIT B, PROJECT BUDGET

<b>TASK</b>	<b>AMOUNT</b>
A. Contractual Work	\$19,550
1. Conduct Survey	
2. Complete Site Forms and Survey Report	
3. Conduct Public Outreach	
<hr/>	
<b>PROJECT TOTAL</b>	<b>\$19,550</b>
<b>Grant Award (100.00%)</b>	<b>\$19,550</b>
<b>Cash Match (0.00%)</b>	<b>\$0</b>

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## EXHIBIT C, PROJECT SCHEDULE & LIST OF SUBMITTALS AND DELIVERABLES

### LIST OF SUBMITTALS

	<u>Due Date</u>	<u>Society Response</u>
a. Deliverable 3. Subcontract Certification Form. <i>Grantee must be under contract with selected Contractor within 60 days of the Grant Start Date.</i>	July 15, 2022	Review & Approve.
b. Progress Report #1	September 15, 2022	Review.
c. Advance Payment Request (Attachment 1). <i>Deliverables #1-5 below must be reviewed and approved before Advance payment is made.</i>	September 15, 2022*	Review & Approve. Advance payment of grant award \$5,865.
d. Progress Report #2	January 15, 2023	Review.
e. 1 <sup>st</sup> Interim Financial Report (Attachment 1). <i>Deliverable #6 below must be reviewed and approved before 1<sup>st</sup> Interim payment is made.</i>	January 15, 2023*	Review & Approve. 1 <sup>st</sup> Interim payment of grant award \$5,865.
f. Progress Report #3	June 15, 2023	Review.
g. 2 <sup>nd</sup> Interim financial Report (Attachment 1). <i>Deliverables #7-8 below must be reviewed and approved before 2<sup>nd</sup> Interim payment is made.</i>	June 15, 2023*	Review & Approve. 2 <sup>nd</sup> Interim payment of grant award \$5,865.
h. Final Financial Report (Attachment 1). <i>All deliverables below must be reviewed and approved before Final payment is made.</i>	December 31, 2023	Review & Approve. Final payment of grant award \$1,955.**

\* Advance Payment Request and Interim Financial Report due date is a guideline.

\*\* Final Payment is a reimbursement ONLY after all contractors are paid in full.

All deliverables and reports must be received before the Grant End Date.

### PROJECT DELIVERABLES

Submit the following Project Deliverables:

<u>Project Deliverables</u>	<u>Society Response</u>
1. Documentation of three bids	Review/Comment and or Approve
2. Consultant Resume	Review/Comment and or Approve
3. Subcontract Certification Form	Review/Comment and or Approve
4. List of properties to be surveyed	Review/Comment and or Approve

- |   |                               |
|---|-------------------------------|
| 5. Initial Consultation with OAHP Staff & Selected Consultant | Review/Comment and or Approve |
| 6. 10% Draft Survey Forms (7 Reconnaissance)                  | Review/Comment and or Approve |
| 7. 100% Draft Survey Forms                                    | Review/Comment and or Approve |
| 8. Draft Survey Report  | Review/Comment and or Approve |
| 9. Final Survey Forms   | Review/Comment and or Approve |
| 10. Final Survey Report                                       | Review/Comment and or Approve |
| 11. Documentation of Public Outreach                          | Review/Comment and or Approve |
| 12. Final Project Report                                      | Review/Comment and or Approve |

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## EXHIBIT D, FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

### 2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
  - 2.1.3. “Entity” means:
    - 2.1.3.1. a Non-Federal Entity;
    - 2.1.3.2. a foreign public entity;
    - 2.1.3.3. a foreign organization;
    - 2.1.3.4. a non-profit organization;
    - 2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.4. “Executive” means an officer, managing partner or any other employee in a management position.
  - 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
  - 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
  - 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
  - 2.1.8. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
  - 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
    - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
    - 2.1.9.2. Is not organized primarily for profit; and
    - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
  - 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.

- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.16. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.16.1. Salary and bonus;
  - 2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.17. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

### **3. COMPLIANCE.**

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

## 5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Grantee received:
    - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## 6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

## 7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## 8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.
  - 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
    - 8.1.1.1. Subrecipient DUNS Number;
    - 8.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
    - 8.1.1.3. Subrecipient parent's organization DUNS Number;
    - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

- 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
- 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
  - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## 9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

## 11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
  - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## 12. GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

### **13. CERTIFICATIONS.**

- 13.1. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **14. EXEMPTIONS.**

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### **15. EVENT OF DEFAULT AND TERMINATION.**

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.





**Town of New Castle**  
450 W. Main Street  
PO Box 90  
New Castle, CO 81647

**Administration Department**  
**Phone:** (970) 984-2311  
**Fax:** (970) 984-2716  
[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

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## Memorandum

**To:** Historic Preservation Commission  
**From:** Remi Bordelon  
**Re:** Consultant Team for 2022 New Castle Historic Town Survey  
**Date:** **June 13, 2022**

**Purpose:**

The purpose of this agenda item is to consider a consulting team that would conduct the 2022 New Castle Historic Town Survey. In 2021, staff outreached to 7 different consulting teams based on a list provided by History Colorado. Three teams responded:

- Corbett AHS, Inc.
- Pinyon Environmental, Inc.
- Arch Professionals

In January's meeting, the three consulting teams were discussed and their qualifications and resumes reviewed.

HPC has received the grant agreement from History Colorado for the 2022 Historic Town Survey, so a consultant team may officially be selected at this time.

1 **New Castle, Colorado**  
2 **Historic Preservation Commission Meeting**  
3 **Monday, May 16, 2022, 6:30 PM**

4 **Call to Order**

5 Commission Chair Mari Riddile called the meeting to order at 6:30 p.m.  
6

7 **Pledge of Allegiance**  
8

9 **Roll Call**

10 Present Chair Riddile  
11 Commissioner Hazelton  
12 Commissioner Ruth Fletcher  
13 Commissioner Richard Fletcher  
14 Absent Alternate Commissioner Fuller  
15

16 Also present at the meeting were Town Clerk Melody Harrison, members of the Historic  
17 Society of New Castle and members of the public.  
18

19 **Meeting Notice**

20 Clerk Harrison verified that her office gave notice of the meeting in accordance with  
21 Resolution TC 2020-1.  
22

23 **Conflicts of Interest**

24 There were no conflicts of interest.  
25

26 **Citizen Comments on Items NOT on the Agenda**

27 There were no citizen comments.  
28

29 **Agenda Changes**

30 There were no changes to the agenda.  
31

32 **Items for Consideration**  
33

34 **Discussion of Historic Town Survey Grant Update**

35 Chair Riddile announced the grant agreement would be received by the end of May and  
36 called for a special meeting to be held on June 13, 2022 to review the agreement and  
37 move forward with the project. Chair Riddile asked the commission to confirm if they still  
38 felt Pinyon Environmental was the consulting team they wished to hire once they received  
39 the grant agreement and the commission unanimously agreed.  
40

41  
42 **Discussion of School House Designation Plaque**

43 Chair Riddile asked for the commissioners' opinions regarding the historical naming of the  
44 designation of 151 W. Main Street for the purpose of ordering a historical designation  
45 plaque. She noted the quitclaim deed and a Historic Society publication both referenced  
46 that building as "Old New Castle School." However, the request made by Ambleside called  
47 it "Rosie Ferrin's Historic Building." Commissioner Richard Fletcher answered he wanted  
48 the naming to be Old New Castle School. Commissioner Grady Hazelton agreed and  
49 mentioned his opinion was not to take away from Rosie Ferrin and what she had done for

50 the schoolhouse. He said there was a lot of history with that school that predated Rosie.  
51 Chair Riddile agreed and said she felt the plaque should read Old New Castle School and  
52 the commission agreed.

53  
54 Chair Riddile reviewed the quote provided by Micro Plastics in Rifle, CO. She said she  
55 wanted to match what had already been produced for previous designations and asked  
56 staff to confirm before a plaque would be ordered.

57  
58

### 59 **Discussion of Historic Society Museum Support**

60 Chair Riddile introduced members of the Historic Society; Joe McNeal, Loraine McNeal  
61 (President) and Mary Anne Ligon (Treasurer). Kathy Arthur, a member of the Historic  
62 Society, was not able to attend. Chair Riddile asked them if they had been in contact with  
63 Councilor Brandy Copeland who committed to assist the Historic Society with computer  
64 tutorials. Joe McNeal commented he planned to contact Councilor Copeland. He said a  
65 goal of his was to digitize all the obituaries since there was a high demand from the public  
66 seeking information of past relatives. Mary Anne Ligon confirmed their computer setup  
67 was online and just needed software programs to support museum functions. She said  
68 Kathy Arthur knew what software to use. Commissioner Grady Hazelton acknowledged on  
69 behalf of Councilor Copeland, her interest and desire to assist the Historic Society with  
70 their new computer station.

71

72 Joe McNeal suggested another project involving the computer station. He shared his idea  
73 of creating a New Castle booklet of stories, histories, etc. that would be available at the  
74 museum. He said the museum was very hands on and he would like to get more people  
75 involved and educated about New Castle. He announced the Historic Society would hold a  
76 meeting in June or July at the River Center and invited the commission. He mentioned  
77 membership was \$5.

78

79 Commissioner Hazelton discussed the heating issue at the museum. He reported he spoke  
80 with Jim Wirt of Tradesman Electric who confirmed, after visiting the museum with Xcel  
81 Energy, that the facility had good electric service available. Commissioner Hazelton  
82 suggested the museum install two separate electric heating units. One unit would be in  
83 the office and the other unit in the main display room in an effort to avoid a lot of duct  
84 work and avoid having to heat the entire building. He added that Mr. Wirt would install  
85 additional electric outlets with surge protection in the museum and replace the florescent  
86 lights with LED fixtures. Commissioner Hazelton said he spoke with Town Administrator  
87 David Reynolds about town staff determining the right electric heating units for the  
88 museum based on the dimensions of the facility. He clarified these units would be  
89 hardwired in the walls with thermostats and added that Public Works would be responsible  
90 for plumbing repairs.

91

92

### 93 **Follow-up discussion of Historic Preservation Support of Joe McNeal**

94 Commissioner Hazelton shared names of families he felt would qualify to be interviewed  
95 with a videographer given their long history with the town. He mentioned the Rippey family  
96 and the Jolley's. He introduced Lisa Moretti, a resident of New Castle for 35 years and  
97 previous videographer. Ms. Moretti shared her past videography experience and ideas for  
98 the project which included storyboard concepts and assistance in helping to find a  
99 videographer. She noted the editing of a video was time consuming which added to cost

100 of production. Joe McNeal reminded the commission that the Historic Society had recorded  
101 and produced audio tapes of local families interviewed in the past. He said he would like  
102 to see that incorporated in the project. Mr. McNeal noted there was town history of  
103 agriculture and town expansion after the coal mines that was previously missed.  
104

105 Chair Riddile revisited her original idea of preserving the knowledge and history of the  
106 town through the stories of lifelong New Castle residents. She said she wanted someone  
107 to sit down with Joe and interview him. Chair Riddile asked Ms. Moretti if she had any  
108 videographer contacts that she could share with the commission. Ms. Moretti confirmed  
109 she could assist with a contact list and reiterated the importance of defining the project  
110 audience, scope and outcome for said videographer. She offered her assistance with  
111 planning the project scope. Chair Riddile expressed her concern of time and the need to  
112 get the project done sooner rather than later. Commissioner Hazelton agreed. Ms. Moretti  
113 clarified that the project's intent sounded like "video interviews capturing stories." Chair  
114 Riddile asked the commission if they agreed with that intent, and it was a unanimous yes.  
115 Commissioner Hazelton remarked he could see the project evolving over time but  
116 capturing stories was a good starting point.  
117

118 Chair Riddile asked Town Clerk Melody Harrison about the logistics on planning the project  
119 as a commission and if a workshop would be the best option. Clerk Harrison said a  
120 workshop was a great way to plan as a group. She reminded the commission that no  
121 decisions could be made in a workshop, but it was a good tool to use to organize the  
122 project. Clerk Harrison said the only agenda item for the special meeting in June was the  
123 review of the grant agreement from History Colorado. Chair Riddile stated that HPC will  
124 hold their meeting and then adjourn for a workshop on June 13, 2022.  
125

### 126 **Consider Approval of March 14, 2022 Minutes**

127  
128 **MOTION: Commissioner Hazelton made a motion to approve the minutes of**  
129 **March 14, 2022. Commissioner Richard Fletcher seconded the motion and it**  
130 **passed unanimously.**  
131

### 132 **Commission Comments**

133 There were no commissioner comments.  
134

### 135 **Adjourn**

136 **MOTION: Chair Riddile made a motion to adjourn. Commissioner Ruth Fletcher**  
137 **seconded the motion and it passed unanimously.**  
138

139 The meeting adjourned at 7:11 p.m.  
140

141  
142 Respectfully submitted,  
143  
144  
145  
146  
147

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148 Commission Chair  
149 Mari Riddile

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Administrative Assistant  
Remi Bordelon