

NATIONAL TRUST FOR HISTORIC PRESERVATION®

Midwest OFFICE

August 26, 2009

Ms. Mindy Moore
Park Planner
Des Moines Park and Recreation Department
600 East Court Ave., Suite 200
Des Moines, IA 50309

Dear Ms. Moore:

It is a pleasure to inform you that City of Des Moines Park and Recreation Department's application for a grant from the Johanna Favrot Fund for Historic Preservation has been approved. We have allocated \$4,000.00, which will be matched by local funds, to help support the hiring of a consultant to create a Historic Preservation Plan for Fort Des Moines.

The National Trust for Historic Preservation is very supportive of your worthwhile preservation activity. It was selected from a large number of qualified applicants competing for a very limited amount of funds. We hope that this letter of support and financial commitment will assist your organization in raising any additional funds needed for this historic preservation activity.

Along with this Agreement, we have included a Photograph or Video Release Form, and an Individual/Minor Release Form, for the images that you submitted with your Grant Application. Please sign and return the enclosed Photograph or Video Release Form along with the signed Grant Agreement letter. If people are prominently featured in any of these photographs, please also complete the Individual and Minor Release Form.

Acceptance of this grant is indication of your willingness to conduct your project in conformance with the following special conditions:

- 1. Required Match. This grant must be matched with other funding on a one-to-one basis. Evidence of the match must be submitted in the final report required in Paragraph 10.
2. National Trust Concurrence with Consultant Selection. We concur with your selection of Keffer/Overton, Genus Landscape Architects, Penelope LeFew-Blake, and Heidi Hohmann for this project. If you wish to change consultants, new approval must be sought from the National Trust.

Midwest Office
53 West Jackson Boulevard, Suite 350
Chicago, IL 60604
P 312.939.5547
F 312.939.5651
E mwro@nthp.org
Serving: IL, IA, IN, MI, MN, MO, OH & WI

National Office
1785 Massachusetts Avenue, NW
Washington, DC 20036
P 202.588.6000
F 202.588.6038
E info@nthp.org
www.PreservationNation.org

3. **Competitive Procurement Process.** You agree that all procurement of goods and services shall be conducted in a manner that provides maximum open and free competition. When a procurement exceeds \$25,000, you must seek at least three (3) competitive bids or quotes. (This applies to any procurement greater than \$25,000 that is part of this grant-assisted project, whether financed through National Trust funds or through the matching funds that make up the rest of the project's approved budget.) Although it is not always necessary to select the lowest bid, an explanation for the selection must be documented using the attached Competitive Bid Report Form, which should be retained in your files and made available to the National Trust upon request. You should also maintain procedures to ensure that procurement of goods and services, including consultant services, do not present a conflict of interest.
4. **Equal Opportunity.** You agree not to discriminate against any employee or applicant for employment because of race, color, religion, gender, age, sexual orientation, or national origin. Further, you agree to take affirmative action to assure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, gender, age, sexual orientation, or national origin. The obligations of this paragraph also extend to disabled veterans, Vietnam-era veterans and handicapped persons.
5. **Retention of Records.** You must maintain auditable records of all expenditures under this grant for three (3) years after completion of this grant-assisted project.
6. **Planning for Preservation Work.** Any documents or plans for preservation work that result from the project must conform to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, as appropriate.
7. **Publicity and Acknowledgement of Grant Assistance.** A sample press release has been sent to your organization under separate cover to help publicize the grant. The National Trust must be listed as a supporter in any printed material and publicity releases. Should material emanating from this preservation activity be published for distribution, appropriate acknowledgement of the Trust's participation should be given using the following statement:

"This project has been funded in part by a grant from the Johanna Favrot Fund for Historic Preservation of the National Trust for Historic Preservation."

Grantee agrees to get approval from the National Trust when using the National Trust logo in any materials promoting the grant, including but not limited to press releases, web site recognition, signage, and newsletters.

In accepting this grant, the grantee agrees to provide the National Trust for Historic Preservation in the United States with a non-exclusive, royalty-free license to use and to allow others to use any reports or other materials funded by the grant.

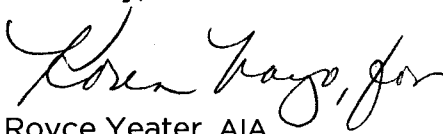
8. **Project End Date.** The time limit for completing your grant-assisted project will be **one year**, commencing from the date of the letter that will accompany your grant disbursement from the National Trust. Should any problems arise, a written request for an extension of the project must be submitted to our office for consideration within ten (10) days of the project end date.
9. **Final Report.** Within 30 days of the project end date, you agree to submit two copies of a final report and financial accounting on the use of the grant, as well as two complete copies of materials emanating from the grant, to the National Trust.
10. **The Requirement of Return of Funds.** The National Trust shall require that you return the grant funds, plus accumulated interest, in the event that you: (1) fail to complete the project as described in your application; (2) fail to complete the project within one year of the disbursement date; (3) fail to obtain written approval from the National Trust prior to making a material change to the project; (4) fail to match the grant funds on a dollar-for-dollar cash basis; or, (5) fail to submit the final report within 30 days of the project end date.

We would like to complete disbursement of funds to your organization as soon as possible. If we do not hear from you by **September 26, 2009** the funds obligated for the project will be returned to our regional fund reserve for the National Trust Preservation Funds program.

Please sign and return the original of this letter to my office by **September 26, 2009** as your acceptance of this agreement. **(The enclosed copy is for your records.)** By doing this you acknowledge that these grant funds will be used expressly for the purposes described in your grant application and are subject to the conditions contained in this letter of agreement.

Please contact Koren Vanzo, at 312.939.5547 x37226, in our office for additional assistance. We are pleased to assist in your preservation project and trust that this grant will prove valuable to your effort.

Sincerely,



 Royce Yeater, AIA
 Midwest Director

CONCUR _____ DATE _____
 Richard A. Clark
 TITLE City Manager

Enclosures

cc: Coordinator, National Trust Preservation Funds
 Grant #39515

APPROVED AS TO FORM:


 Assistant City Attorney