



**GRANT AGREEMENT No. 39-IX-41942 HP 991X**

Upon signature of both parties below, the Ohio History Connection (Grantor), obligates with this Grant Agreement the sum of \$XXXXXX appropriated in federal fiscal year 2013 matching grant-in-aid funds under the National Historic Preservation Act of 1966 (80 STAT. 915, U.S.C. 470), as amended, [CFDA #15.904], via the Certified Local Government Program, to the XXXXXXXXXX (Grantee). The term of this grant agreement is:

**Beginning Date: April 1, 201X**

**Ending Date: September 30, 201X**

In accepting this grant, as evidenced by the signature below, Grantee agrees to comply with requirements governing Federal grants stipulated in 43 CFR 12, which incorporate by reference Office of Management and Budget (OMB) Circular A-110 (Administrative Requirements for Grants to Non-Profit Organizations); Circular A-122 (Cost Principles for Non-Profit Organizations); and Circular A-133 (Audits of Institutions of Higher Education and other Non-Profits). Applicable terms and conditions of this grant agreement shall be extended to sub-recipients and subcontractors.

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

**Grantee:**

**Ohio History Connection:**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Lox A. Logan, Jr.

Title: \_\_\_\_\_

Title: Executive Director and CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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1. **Administrative Requirements.** The Grantee agrees that the conditions and requirements of Office of Management and Budget (OMB) Circulars A-122, A-110 (see 43 CFR 12), and A-133, as applicable; the Historic Preservation Fund Grants Manual (2007); the Certified Local Government Grants Manual and policies issued by the Grantor will be the basis for 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 and the Grantor. Grantee noncompliance with these terms and conditions will cause disallowance of costs charged to the grant.
2. **Legal Authority of Grantee.** The Grantee warrants that it has the legal authority to apply for and accept the Certified Local Government grant, a federal grant, and to finance and complete the proposed scope of work for the funded project. A resolution, a motion, or similar action has been duly adopted or passed as an official act of the Certified Local Government's governing body, authorizing the filing of an application or acceptance of the grant, dependent upon local requirements, including all understandings and assurances contained therein and the execution of the Grant Agreement. A copy of same has been submitted to the Grantor.
3. **Matching Share:** The Grantee agrees to provide sufficient funds, a minimum of thirty per cent of the total project cost, via cash, in-kind, and/or donations to meet the non-Federal share of the project cost. Federal monies may not be used to meet the matching share, unless specifically allowed under specified Federal enabling legislation. Revenue Sharing, Community Development Block Grant, and Urban Development Action Grant funds are allowable sources of matching funds.

If any portion of the work to be supported by this grant receives financial assistance from another source during the grant period, the Grantee agrees to notify the Grantor.

4. **Period of Performance and Work Schedule.** The Grantee agrees to complete the proposed work by the project end date noted above. The schedule for submission of draft products and the timing of project work has been established in the project work plan as agreed to by the Grantee and the Grantor prior to the start of the project. Any changes to the budget, schedule, or scope of services, as established in the project work plan require prior written approval of the Grantor. The cost of project work begun prior to the official project period, or prior to the receipt of written project approval from the Grantor by the Grantee, will be ineligible for funding under the terms of this agreement.
5. **Non-Assignability.** The Grantee may subcontract for performance of project-related work summarized in this Grant Agreement and described in the Grantee's application to the Grantor subject to provisions of paragraph 10. The execution of subcontracts shall not alter or modify the obligations of the Grantee. The Grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party.

It is not the intent of the parties to this Agreement to create an agency relationship. The Grantee shall be solely responsible for the acts, omissions, faults, and negligence of its agents, employees, contractors, subcontractors, and their employees, and all other persons otherwise engaged by the Grantee under this Agreement and for any damage to persons or property as a result thereof.

6. **Grant Payment.** Payment of grant funds will be made upon a reimbursement basis. One partial payment in an amount not to exceed 50% of the costs incurred to date, and not more than 60% of the grant award, may be made to the Grantee, provided that all applicable project conditions are met and financial documentation is submitted and accepted. In the event that a partial payment is made and the project is not completed in accordance with the Grant Agreement, the Grantee shall upon demand promptly repay the Grantor in full. In the event that the Federal government brings

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action against the Grantor to recover the grant by reason of Grantee failure to comply with any condition of the grant, the Grantee will cooperate fully with all efforts and procedures pursuant to this action.

Otherwise, the grant payment will be made upon completion of project work and satisfaction of project conditions. Requests for payment from the Grantee must include a written request for payment on the Certified Local Government Invoice Form, with financial documentation of costs incurred. Documentation includes copies of invoices and canceled checks or bank statements documenting expenses and related financial documentation of paid expenses, adequate evidence of completed work, and procurement documentation.

The obligation of the Grantor to pay the grant shall be contingent upon receipt of the grant funds by the Grantor from the National Park Service and may be subject to reduction or cancellation by the Federal government. If the Grantor provides grant assistance, the Grantor agrees to pay the Grantee up to 60% of the actual cost of the project work, but not in excess of the awarded amount of \$XXXXX, upon completion of the project work, and in accordance with the conditions set forth by this Agreement. The Grantee assumes fiscal liability, without recourse to the Grantor for all commitments that exceed the funds provided in the grant agreement.

7. **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 scope of work and budget.

All expenses charged to the grant must be: directly related to the approved scope of work and budget; eligible in accordance with OMB Circular A-122; and supported by approved contracts, purchase orders, requisitions, bills or other evidence of liability and proof of payment, 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 their own established travel policies or the travel policies of the Grantor as established in the Grantor "Travel and Entertainment Policy and Procedures, Effective 7/1/2007," whichever are more strict. Mileage reimbursement is currently allowed at \$0.52 per mile, under Grantor policy. A copy of the Grantor policy will be provided upon request.

8. **Lobbying Prohibition.** In accordance with Public Law 111-8 (Fiscal Year 2009 Appropriations Act for the Department of the Interior and Related Agencies), 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, state, or local action is not complete. All subcontracts entered pursuant to this agreement must include the text of 18 U.S.C. 1913 prohibiting lobbying with appropriated funds.
9. **Procurement.** All procurement transactions, without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. The Grantee shall use its own procurement procedures that reflect applicable State and local laws and regulations, provided they allow for maximum open and free competition. The Ohio History Connection, State Historic Preservation Office (SHPO) shall review all Requests for Proposals, Invitations to Bid, and/or price quotation documents prior to issuance to insure that the scope of work meets applicable Secretary of the Interior's Standards.

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In addition to maintaining acceptable financial records, the Grantee shall maintain acceptable financial records sufficient to detail the significant history of any procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price. A copy of the bid advertisement or request for proposals, responses, price quotes, tabulation of bids received, and a copy of the contract(s) entered into for the completion of project work, as well as other information described herein shall provided to the SHPO.

10. **Subcontracts.** The Grantee may subcontract for the performance of the services and activities herein prescribed. The Grantee should not execute any subcontract until the Grant Agreement against which costs will be charged has been executed between the Grantee and the Grantor. Any agreement prepared by the Grantee shall be submitted to the SHPO for review and approval prior to execution. Grantee agrees that subcontracts will not be altered without written approval from the SHPO. The execution of subcontracts shall not alter or modify the obligations of the Grantee hereunder. The Grantee shall be fully accountable and responsible for the acts, omissions, or non-compliance of its subcontractors and of persons directly or indirectly acting for or employed for such subcontractors. The Grantee will insert into each subcontract that is executed in connection with this agreement, provisions herein applicable to the subcontractor. The Grantee shall monitor the performance of subcontractors, their agents, and employees to insure compliance with such provisions therein.

The Grantee shall not enter into any subcontract wherein the consideration for work or material there under is based upon the cost thereof plus a percentage over and above such cost. The intent of this provision is to prohibit the making of agreements upon what is commonly known as the "cost-plus-a-percentage-of-cost" or "cost-plus" method. A copy of each executed subcontract entered into for project work shall be forwarded to the SHPO upon execution of the subcontract.

11. **Consultant Services.** The use of individual consultant services as part of the grant project, funded either by the Federal share or matching share, shall be documented in the following manner: evidence is to be shown that the fee is appropriate considering the qualifications of the consultant, his/her normal charges and the nature of the services to be provided. No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with federal funds, or when such services are contributed as matching share. This rate shall not exceed the maximum daily rate of compensation in the Federal Civil Service equal to 120 percent of a GS-15, step 10 salary. Written agreements between the parties shall be executed detailing the responsibilities, standards, and fees. The services of a consultant shall be procured per Section 9 and shall be subject to the provisions of section 10 governing subcontracts.
12. **Professional Qualifications of Principal Project Personnel.** Principal project personnel must meet appropriate professional qualification requirements as published in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, 48 CFR 44716, incorporated herein, by reference. Principal project personnel may be CLG staff or a hired consultant or contractor. A copy of personnel's qualifications shall be provided to the SHPO upon execution of the Grant Agreement or with the contract if a consultant is being hired.
13. **Project Monitoring.** Grantee agrees to closely monitor project work and adhere to the approved project schedule, including compliance with due dates for draft products and progress reports. The Grantee agrees to maintain close liaison with the SHPO Grants Manager throughout the grant

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period. The SHPO reserves the right to request meetings, upon reasonable notice, with Grantee project staff during the course of project work.

In the event that adverse conditions necessitate a revision in the project scope, budget, and/or schedule, prior written approval shall be obtained from the SHPO. For those projects with a grant of \$25,000 or more, or in which a National Historic Landmark is involved, any change must also be pre-approved by the National Park Service via a project notification amendment that must be submitted by the SHPO prior to implementing the change.

14. **Progress Reports and Final Report.** Grantee agrees to submit progress reports and a project completion report during the administration of this grant. The specific due dates for these have been established in the project work plan. Formats for these reports are available on the Grantor website under CLG Grant Administration ([http://www.ohiohistory.org/resource/histpres/toolbox/clg/clg-12\\_5.html](http://www.ohiohistory.org/resource/histpres/toolbox/clg/clg-12_5.html))

a. **Progress Reports**

The first administrative progress report is due sixty (60) days after the initiation of the project. Should the project period extend beyond one year from the project start date, a second progress report will be required, due 6 months after the fiscal year report is submitted. It is to include the status of all project work. Report format is available on the Grantor website.

b. **Federal Fiscal Year Report due November 1, 201X**

An expenditure and progress report is to be filed thirty days after the end of the federal fiscal year, describing all tasks accomplished and reporting all costs incurred and paid from the project start date through September 30 of that year.

c. **Project Completion Report**

A project completion report is due thirty days after the project's end date. The Project Completion Report and all deliverables must be submitted and approved before the grant invoice will be approved for payment.

15. **Record-Keeping, Access to Records, 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-122, A-110 and A-133. The Grantee and its subcontractors shall permit representatives of the Grantor and the National Park Service, 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-110.

All project records pertinent to the grant project, financial records, supporting documents, statistical records, are subject to disclosure to others under the Freedom of Information Act, 5 U.S.C. 522, as limited by Section 304 of the National Historic Preservation Act, as amended.

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 State, 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.

16. **Acknowledgment of Funding Assistance and Disclaimer.** News releases, newsletter articles, web sites, and all written, visual, or audio materials about grant-assisted activities must include mention of National Park Service and the Ohio History Connection, Historic Preservation Office grant assistance. All publications, informational and similar materials, including video and audio tapes

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produced with grant or matching share funds must contain the following disclaimer and acknowledgment of support:

This material is based upon work assisted by a grant from the U. S. 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.

The Grantor funding acknowledgement statement (below) and graphic acknowledgement are to appear in all products that result from a CLG grant, including reports, publications, and recordings. The graphic will be provided by the Grantor electronically upon initiation of the project.

This project was made possible in part by a grant from the U.S. Department of the Interior's Historic Preservation Fund, administered by the Ohio History Connection, Historic Preservation Office.

U.S. Department of the Interior regulations prohibits unlawful discrimination in departmental federally assisted programs on the basis of race, color, national origin, age or disability. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, U.S. Department of the Interior, National Park Service, 1849 C Street, N.W. Washington, D.C. 20240.

17. **Proposals and Products as Public Record.** All materials, documents, and information produced by this grant become part of the public record and will be made available to the public unless the Grantee and the Grantor 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 the Grantor to demonstrate compliance with this agreement.
18. **Copyrights, Reporting, Patents.** Except as otherwise provided by this Grant Agreement, the Grantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Agreement. As a condition of grant assistance, the Grantee agrees to, and awards to the Grantor and the government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such dates covered by the copyright.
19. **Compliance.**
  - a. The Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, (42 U.S.C.2000d-1), 43 CFR 17, as issued by the Department of Interior. Title VI of the Civil Rights Act of states that no person will, on the grounds of race, color, or national origin, be excluded from participation in, 1964 be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.
  - b. In all hiring or employment made possible by or resulting from this grant award, each employer (1) will not discriminate against any employee and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, age, or national origin.
  - c. The Grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, (29 U.S.C.794 et seq.) which requires that no qualified disabled individual is solely,

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by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Grantees must operate their HPF-assisted programs so that the program, when viewed in its entirety, is readily accessible to and usable by qualified disabled persons. However, this requirement for program accessibility does not necessarily require a grantee to make each of its existing historic properties or every part of a particular historic property accessible to and usable by qualified disabled persons. Methods of achieving program accessibility for HPF grant program are listed in 43 CFR 17.260, as well as a waiver procedure.

- d. Grantee agrees to comply with Executive Order 11914 (24CFR Part 8), which relates to non-discrimination based on handicap in federally assisted programs and activities of the Department of Housing and Urban Development; the Architectural Barriers Act of 1968, (P.L. 90-480, 42 U.S.C. 4151 et seq.), as applicable; and the Americans with Disabilities Act (P.L. 101-336), 28 CFR Part 36, Order No. 1513-91.
  - e. The Grant shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 74) as supplemented in the Department of Labor regulations (29CFR Part 3). This act provides that each contractor shall be prohibited from inducing, by any means, any person employed in public work, to give up any part of the compensation to which he/she is otherwise entitled.
  - f. In accordance with Executive Order 12549 "Debarment and Suspension," the Grantee and its subcontractors agree 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.
  - g. The Grantee in the performance of all activities under this Agreement, shall comply with and require compliance with all applicable laws, ordinances, codes, and regulations of the United States, the State of Ohio, and of local government, and shall neither commit nor permit any trespass upon any public or private property in the performance or attempted performance of any service of activity hereunder. The Grantee shall comply and require compliance with all requirements, limitations, regulations, rules, policies, guidelines, and interpretations thereof which are made applicable hereby by Executive Order of the President of the United States or the Governor of the State of Ohio, or which are imposed by the Grantor, the U.S. Department of the Interior, or the National Park Service in connection with this grant and pursuant to the National Historic Preservation Act of 1966, as amended.
20. **Revisions, Suspension or Termination** In the event that adverse conditions necessitate a revision in the project scope, budget, and/or schedule established in the project work plan, the Grantor shall be notified promptly. Prior written approval shall be obtained from the Grantor for any changes in the project scope, budget, and /or schedule. For those projects with a grant of \$25,000 or more, or in which a National Historic Landmark is involved, any change must also be pre-approved by the National Park Service via a project notification amendment that must be submitted by the Grantor prior to implementing the change.

Failure of the Grantee to comply with any of the terms or conditions of this Grant Agreement shall be deemed a material breach of the Agreement, and after written notice from the Grantor, the Grantor shall, to the full extent permitted by law, have every right and remedy available to the Grantor by law, including the right to cancel the grant either in part or in whole and recover any partial payments made.

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 the Grantor and the Grantee, had

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become firm before the effective date of the termination. In the event that the Federal government brings action against the Grantor to recover the grant by reason of Grantee failure to comply with any condition of the grant, the Grantee will cooperate fully with all efforts and procedures pursuant to this action.

Any dispute under this Agreement which is not resolved by agreement of the parties within thirty (30) days after the dispute arises shall be submitted to arbitration by the Ohio Historic Site Preservation Advisory Board.

21. **Budget.**

*[Insert project specific budget here]*

Any changes to the budget categories, sources of matching funds, or significant change in the budgeted amounts require written notice to the SHPO and approved revisions from same.

22. **Scope of Work.**

*[Insert project specific scope here]*

23. **Deliverables.** The following will be produced with this grant assistance:

*[Insert project specific deliverables here]*

All work will meet the Secretary of the Interior's Standards for XXXXXXXX.

24. **Project Schedule.**

*[Insert project specific Schedule here]*