REQUEST FOR PROPOSAL

CITY OF WARRENSBURG
102 SOUTH HOLDEN STREET
WARRENSBURG, MISSOURI 64093

PROPOSAL CLOSING:	May 27, 2016 10:00 a.m.
DATE OF PROPOSAL:	April 28, 2016
CONTACT PERSON:	Amanda Jacobson, City Planner
PHONE NUMBER:	660-747-9135
PROPOSAL HEADING:	NATIONAL REGISTER OF HISTORIC PLACES NOMINATION FOR THE HOLDEN & PINE STREETS COMMERCIAL HISTORIC DISTRICT

By order of the City Manager of the City of Warrensburg, Missouri, sealed project proposals will be received in the Office of the City Clerk, Municipal Building, 102 South Holden Street, Warrensburg, Missouri 64093 for the NATIONAL REGISTER OF HISTORIC PLACES NOMINATION FOR THE HOLDEN & PINE STREETS COMMERCIAL HISTORIC DISTRICT until 10:00 a.m., local time, May 27, 2016. No late, incomplete, email or fax submissions shall be accepted. Failure to follow these procedures may result in the disqualification of the consultant from the RFP process at the discretion of the City. Proposals received late will be rejected and returned to the proposer unopened.

BACKGROUND INFORMATION

The City of Warrensburg hired a consultant to perform a Cultural Resource Survey that was completed in 2008 for the Warrensburg area that includes the commercial area in the proposed historic district. The district was identified in the Multiple Property Documentation Form, *Historic and Architectural Resources of Warrensburg, Missouri*, approved by the National Park Service in 2012. The boundaries of the district were further determined based on site visits by Missouri State Historic Preservation Office staff in 2010 and 2016. The City applied for and received preliminary approval for a 2016 Historic Preservation Fund Grant to pursue the listing of the Holden and Pine Streets Historic District.

The Historic Preservation Fund Grant is funded on a 60/40 ratio with 60% of the project cost coming from federal funds and 40% of the project cost provided by local match. The federal amount of $13,948 was awarded to the City. ***This project is partially funded by a grant from the Missouri Department of Natural Resources, State Historic Preservation Office and the U.S. Department of the Interior, National Park Service. Grant awards do not imply an endorsement of contents by the grantor. Federal laws prohibit discrimination on the basis of race, religion, sex, age, handicap or ethnicity. For more information, write to the Office of Equal Opportunity, U.S. Department of the Interior, Washington D.C. 20240***.

PROJECT DESCRIPTION

The City of Warrensburg desires to contract with a qualified consultant to complete a National Register of Historic Places nomination for the Holden and Pine Streets Commercial Historic District. The district is approximately 8 acres and encompasses historic commercial properties on

the east and west sides of Holden Street between the Union Pacific railroad tracks and E. Gay Street. The district also encompasses historic commercial properties on the north and south sides of W. Pine Street between N. Washington Street and N. Holden. The district contains approximately 81 commercial properties. The final boundaries and resource count for the district will be determined in consultation with the State Historic Preservation Office (SHPO).

SCOPE OF WORK

The consultant will be responsible for completing the National Register Registration form and other materials necessary to nominate the proposed district; the consultant is also responsible for completing additional research and documentation as necessary. Final boundaries, contributing resource counts, criteria and areas of significance will be determined in consultation with the State Historic Preservation Office. The attached milestones contain approximate dates that correspond to the February 2017 Missouri Advisory Council on Historic Preservation (MOACHP) meeting; deadlines will be finalized in August 2016. The start and end date of the project covers two City of Warrensburg budget years. The services of the City Planner will be available on a limited basis (40 hours) to the selected consultant. The City Planner will serve as the local liaison and project administrator.

DELIVERABLES

All project work, if applicable, must meet the Secretary of the Interior's "Standard and Guidelines for Archeology and Historic Preservation". Submission materials for the initial submission and any revisions will be submitted to the State Historic Preservation Office in one packet. The Warrensburg Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted, and any Commission comments will be submitted with the corresponding milestone to the SHPO. The following products are required deliverables:

- A complete National Register of Historic Places Registration form prepared in accordance with National Register Bulletin 16A: How to Complete the National Register Registration Form and the *MO NR Guide*. The nomination shall be submitted on disc or flash drive in Microsoft Word 2010 or Microsoft Word 2010-readable format. A .pdf of the form is not acceptable. It is not acceptable to email the form. The nomination must be substantially complete for the initial submission as outlined in the *MO NR Guide.*

- Digital color photographs provided in TIFF format and properly labeled according to National Park Service standards. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. All images must be burned to a disc or put on a flash drive. Photos must be recent, being no older than 12 months by the time they are submitted to the National Park Service.

- One set of hard copy prints of the photographs (due with revision). The photographs must be printed in black and white, using archival ink and paper meeting a 75-year standard. They must be printed at 300 dpi in 5"x7" or 8"x10" size. Each photo must be labeled on the back, using a soft lead pencil, with at least the sequential number, district name, city, county, and state. Prints with adhesive labels will not be accepted. The SHPO will be consulted on paper and ink combinations before prints are made and submitted.

- A digital copy of the district map in .jpg, .pdf format or a .kmz file showing the National Register boundaries and contributing and non-contributing resources. The map must

include a scale, a north arrow, and a legend. The resolution must be high enough so that each resource and its contributing status are clearly discernable. It must be burned to a disc or put on a flash drive.

- A hard copy of the district map, showing the National Register boundaries and contributing and non-contributing resources, printed on archival paper. This must be at least 11" by 17" in size and each resource and its contributing status must be clearly discernable. The map must include a scale, a north arrow, and a legend.

- A list of all property owners within the boundaries of the proposed district, obtained within 90 days of the submission. This can be included in the digital Microsoft Word version of the nomination on the final continuation page, or as a separate digital Microsoft Word document. If included as a digital file separate from the nomination, it must be burned to a disc or put on a flash drive.

- Prepare and present a PowerPoint presentation illustrating the architectural features and character of the historic district to Missouri Advisory Council on Historic Preservation at the February 2017 meeting.

- Conduct a minimum of two public meetings in the City of Warrensburg to inform owners of properties within the proposed district and the interested public about the goals and scope of the National Register nomination process. Meetings should be primarily informative in nature and should solicit information from knowledgeable members of the public. Meetings will be held as near to the beginning of the nomination preparation process as possible and at the conclusion of the preparation of the National Register nomination documents to present the nomination to the community.

- All reports which are prepared as part of this grant award and delivered to Missouri Department of Natural Resources must be printed on recycled paper consisting of at least 30% post-consumer fiber and utilize double sided printing. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

- Adhere to the attached milestone/payment schedule.

PROPOSALS

Proposers shall submit one (1) original and five (5) copies of their proposal. Each proposal shall contain at a minimum the following:

A. Name and address of consultant or firm.
B. Key staff assigned to the project, including the identification of those staff members who meet the requirements of 36 C.F.R. Part 61, Appendix A, professional qualifications.
C. Description and understanding of the project objectives.
D. Project schedule.
E. Detailed scope of services defining and outlining the proposed elements of work.
F. A detailed list of deliverables to be given to the City at the conclusion of the project.
G. Services or resources to be supplied by the City and any assumption made in regards to the City's capabilities.

H. An Affidavit of Compliance with the federal work authorization program and a copy of the proposer's E-Verify Memorandum of Understanding (15 CSR §60-15.020).

INSTRUCTIONS

In addition to the requirements set forth in the specifications, anyone submitting proposals shall be responsible for familiarizing themselves and complying with the following instructions.

1. Proposals will be accepted at the Office of the City Clerk until 10:00 a.m., local time, May 27, 2016.

2. Proposals must be submitted in a sealed envelope clearly marked "NATIONAL REGISTER OF HISTORIC PLACES NOMINATION FOR THE HOLDEN AND PINE STREETS COMMERCIAL HISTORIC DISTRICT - DO NOT OPEN" to be considered.

3. Proposals may be withdrawn at any time prior to 10:00 a.m., local time, May 27, 2016 by written request from a person authorized to represent the proposer.

4. Proposers shall not be permitted to use to their advantage any omission or error in the specifications, requirements or contract documents, and the City reserves the right to issue new instructions as if originally specified.

6. The right to reject any and/or all proposals, to accept or reject all or any part of a proposal, and to waive any technicalities in the proposal or accept the one that, in the sole judgment of the City, will be in the best interest and/or most advantageous to the City, is hereby expressly reserved by the City.

7. If the proposer is a resident of Warrensburg, or owns property within Warrensburg, the proposer must be current on all taxes and utility bills owed to the City.

8. In case of default by the proposer, the City shall procure comparable services and hold the proposer responsible for any excess cost occasioned thereby.

9. Failure to comply with any of the above instructions and general conditions of proposing may disqualify the proposer at the discretion of the City Manager.

10. All Requests for Information and/or Interpretation (RFIs) related to this Request for Proposal must be received no later than the close of business on May 9, 2016. Such RFIs shall be made to Amanda Jacobson by e-mail at amanda.jacobson@warrensburg-mo.com or facsimile at (660) 747-2349. If required, an addendum will be published and sent to all parties in receipt of this Request for Proposal addressing all RFIs no later than the close of business on May 13, 2016.

11. Representatives wishing to meet with staff may schedule an appointment by contacting Amanda Jacobson at 660-747-9135.

12. Proposers shall submit one (1) original and five (5) copies of their proposal.

13. The Consultant whose Proposal is selected for the Project will be required to enter into an agreement with the City of Warrensburg in the form attached hereto which is in compliance with the City of Warrensburg's now existing standards for contracts with

consultants. Any and all modifications or amendments to said agreement shall be subject to the approval of the City Counselor.

14. All proposals will constitute an irrevocable offer to perform services as proposed for a period of 90 days, and may be accepted by the City any time within 90 days from opening of proposals.

15. A portion of the funds for this project have been received through a grant from the Missouri Department of Natural Resources, State Historic Preservation Office and the U.S. Department of the Interior, National Park Service. Proposers shall be required to fully cooperate with representatives from those agencies and the City of Warrensburg to ensure compliance with all requirements and policies of said grant. A copy of said requirements and policies are attached to this Request for Proposals.

SELECTION AND CRITERIA FOR EVALUATION

Selection of a consultant will be made at the discretion of the City of Warrensburg, which reserves the right to accept or reject any and all proposals. All submissions or parts thereof become property of the City of Warrensburg.

The following items will be considered in making a selection of the preservation consultant, though they may not be equally weighed in the review process:

1. Experience, skills and qualifications

2. The merits of the Proposal including scope of work and approach for addressing the tasks

3. Timeline and proposed schedule

4. Customer relations, responsiveness, and timeliness

5. References and prior experience with similar work

6. Firm's proximity, history of activity in the Warrensburg area, and economic impact to the local economy

7. Applicants must meet Federal Code of Regulations (36 C.F.R. Part 61, Appendix A) requirements for preservation professionals.

A selection committee will review the Proposals and then select a consultant to develop a final scope of services and negotiate a fee. If an agreeable fee is not reached with the first consultant, the City may then repeat the process with the second rated consultant until an agreement is reached.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this ____ day of_____, 2016 by and between the City of Warrensburg, (herein "City") and _____ (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the City in writing, the Consultant shall provide the City professional services in application for Historic District nomination for the Holden and Pine Commercial Historic District on the National Register of Historic Places for the benefit of the City as set forth in specific Proposals and Scopes of Work submitted by Consultant and accepted by City. The initially approved scope of services dated_____, 2016 is attached hereto. The Consultant shall provide the City, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work outlined. Consultant agrees to provide all such services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described or by any additional proposals provided to the Consultant by the City or City's representative, or a written proposal for services which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without a City approved written proposal for professional services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Consultant, based upon City approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Consultant in writing. All proposals for any additional work submitted by the Consultant to the City for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the City provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal.

If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the City provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. Consultant shall allow at least five weeks in its schedule for City to complete review of Consultant's work. Review shall be as follows: at 25% completion, one week, at 50% completion, two weeks and at 95% completion, three weeks.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the City or City's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

The City is obligated only to make payments as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year. If no funds are appropriated or otherwise legally available to make the required payments during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year.

The obligations of the City to make the payments hereunder constitute a current expense of the City, are from year and do not constitute a mandatory payment obligation of the

City in any fiscal year beyond the then current fiscal year of the City. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City.

The City reasonably believes that legally available funds in an amount sufficient to make all payments during each term of this Agreement can be obtained. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any subsequent fiscal year is solely within the discretion of the then current governing body of the City.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Warrensburg by the City Manager and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the City agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the proposal for the project for which compensation is sought. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for work already complete. City may retain five percent

(5%) of any partial payment pending final completion of the contract services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Consultant. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Consultant's favor.

3. **City Responsibilities** - City agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the City which may effect services rendered hereunder. Consultant shall notify City of all information it may require from City or other Consultants and Contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Consultant.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the City's designated representative for each task or project assigned to Consultant and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. Notwithstanding the Consultant's right to ownership under Section 17, all reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall also be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, including .mxd files and all related shapefiles for use with City mapping software.

5. **Protection of Work, Property and Persons** - To the extent Consultant's work will require any field work, testing, sampling or otherwise, during any active construction or excavation activities, the requirements of this Section shall apply. In the event field work is not undertaken by Consultant, this Section does not apply. The Consultant will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Consultant will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Consultant shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

5.1. The Consultant will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Consultant will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection of its employees while said employees are providing on-site services under this Agreement. The Consultant will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Consultant will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Consultant, any Subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Consultant, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Consultant will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3 All Consultants entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Consultant violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of $2,500.00 plus $100.00 for each violating employee, per day. Theses penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

5.4 The Consultant is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof to the extent included in activities related to construction. Consultant understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity by Consultant or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the

City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any Subcontractor (meaning anyone, including but not limited to Consultants having a contract with Consultant or a subcontract for part of the services), of anyone directly or indirectly employed by Consultant or by any Subcontractor, or of anyone for whose acts the Consultant or its Subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. **General Insurance Requirements** - Consultant shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Consultant's work, whether such execution be by the Consultant, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 **Workers Compensation** - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the workmen's compensation statute, the Consultant shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2 **Bodily Injury** - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

6.3 **Personal Injury** - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Consultant, or (2) by any other person.

6.4 **Third Person Bodily Injury** - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least $410,185.00 per person and $2,734,567.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

6.5 **Automobile Coverage** - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

a) Consultant's own automobiles and trucks,

b) Hired automobiles and trucks, and
c) Automobiles and trucks now owned by the Consultant.

The insurance shall cover the use of the above mentioned automobiles and trucks during the term of this Agreement. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 **Professional Liability** - Claims for damages resulting from errors or omissions of the Consultant or its employees in the amount of at least $1,000,000.00 per occurrence or $2,000,000.00 aggregate.

6.7 **Public Liability and Property Damage** - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the Consultant's services in the amount of at least $410,185.00 per person and $2,734,567.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City, and shall name the City as an additional insured by endorsement.

7. **Indemnification** - Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. Further, Consultant shall hold City harmless from any failure by Consultant to complete their work in compliance with all applicable local, state and federal regulations.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Consultant agrees to retain and provide the City with reasonable access to all work product, records,

papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the City as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

11. **City Authorization** -When the term City is used in this agreement, it shall mean the government of the City of Warrensburg, Missouri or the City of Warrensburg City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Manager, or his designee. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Warrensburg City Council or City Manager, or his designee. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Manager in writing. When the term City's representative is used, it shall mean the City Manager or his designee as specified in writing.

12. **Period of Services and Termination** – The period of performance under this agreement shall be as specified in the proposal. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Consultant shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the

event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

14. **Certification of Lawful Presence / Work Authorization** - Consultant will complete the required certifications of lawful presence and, if the contract is to exceed $5,000.00, shall complete and return the Work Authorization Certification attached hereto. Consultant shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Consultant's failure, or failure of its employees, agents or Subcontractors, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

15. **Nature of Relationship** - Consultant herein is an independent party and shall not act as an agent for the City, nor shall Consultant be deemed to be an employee of the City for any purposes whatsoever. The Consultant shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

16. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

17. **Ownership of Plans and Documents** - Records. In addition to City's ownership rights under Section 4, the field notes, design notes, original drawings or other instruments of service, are and shall remain, the property of the Consultant; however, the City shall be furnished, at no additional cost, one set of all work associated with any approved scope of work. The Consultant shall also deliver all electronic information on DVD or other media storage.

The City shall make copies, for the use of the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body. The Consultant shall have no liability for defects in the services attributable to the Consultant's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.

The Consultant shall furnish to the City, copies of all maps, records, field notes, and other documents developed in the course of work for the City and for which compensation has been received by the Consultant.

18. **Conflict of Interest -** Consultant hereby covenants that at the time of the submission of any proposal and the execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest with the City. The Consultant further agrees that during the term of this Agreement neither the Consultant nor any of its employees shall acquire any other contractual relationships which create such a conflict. Consultant shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

19. **Grant Award -** The work called for by the City is being funded, in part, by grant monies. A copy of the City's Grant Agreement is attached hereto and incorporated herein. Consultant will observe and comply with all requirements imposed upon the City by the Grant Agreement. Performance of services under this Agreement is specifically contingent upon availability of the pledged grant funding. Should the grant funding fail to be appropriated, this Contract may be cancelled by the City.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CITY OF WARRENSBURG, MISSOURI

_____

BY:_____

Position with firm:_____

DATE:

_____

Harold Stewart, City Manager

DATE:

ATTEST:

_____

Cindy Gabel, City Clerk

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

_____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

_____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

_____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

_____ _____

Applicant Date Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

_____ _____
Date Signature

_____ _____
Social Security Number Printed Name
or Other Federal I.D. Number

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

_____
Notary Public

My Commission Expires:

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF $5,000.00)

County of _____)
)ss
State of _____)

My name is _____. I am an authorized agent of _____ _____(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all Subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

_____
Affiant Date

_____
Printed Name

Subscribed and sworn to before me this ___ day of _____, 20___.

_____
Notary Public

CONFLICT OF INTEREST FORM

PROJECT: _____

RESPONSIBLE CITY EMPLOYEE: _____

RESPONSIBLE OR SUPERVISING CITY CONSULTANT: _____

1. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg been involved in any of the following with the City of Warrensburg, its employees, elected officials or any responsible consultant identified above?

	Yes	No
Sale, purchase or exchange of property	_____	_____
Receiving or furnishing goods or services	_____	_____
Transfer or receipt of income, assets or funds	_____	_____
Maintenance of bank balances, book balances or other accounts for benefit of another?	_____	_____

2. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg been indebted to the City, any employee of the City or its elected officials or its responsible consultants in the last twenty-four months? If yes, explain.

_____

_____

_____

3. List all business transactions or relationships that you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg has had with any employee of the City, its elected official or its responsible consultants in the last twenty-four months.

_____

_____

_____

4. List all gifts valued in excess of $10.00 offered or accepted by any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg either to or from any employee, elected official or its responsible consultants in

the last twenty-four months.

_____

_____

_____

By executing this disclosure form, the undersigned personally, and on behalf of the proposing business entity verifies that the information contained herein is truthful and accurate and will remain truthful and accurate throughout all business transactions with the City of Warrensburg.

_____ Date: _____
by: _____

STATE OF MISSOURI)
)SS.
COUNTY OF JOHNSON)

On this ____ day of _____, 201__, before me, appeared _____, to me personally known, who being duly sworn, did swear that the matters contained herein are true to his/her best knowledge and belief.

IN WITNESS WHEREOF, I have placed my hand and notarial seal the day and year last above written.

_____
NOTARY PUBLIC

Project No. 29-16-141287-014

HISTORIC PRESERVATION FUND GRANT AGREEMENT

CFDA NUMBER 15-904

Grantor: State of Missouri, Department of Natural Resources, Division of State Parks, State Historic Preservation Office, P.O. Box 176, Jefferson City, Missouri 65102, as the authorized representative of the United States Department of the Interior, National Park Service.

Grant Recipient: City of Warrensburg, Johnson County, Missouri
Warrensburg Holden and Pine Streets Commercial Historic District, National Register Project

Scope, Purpose and Description of Grant:

The Grant Recipient shall perform those activities and functions more fully set forth in Attachment A to this Grant Agreement, the provisions of which are expressly incorporated herein.

Term of Grant Agreement	Cost Share
Beginning Date: March 22, 2016	Federal: $ 13,948.00
Closing Date: August 30, 2017	Local: $ 9,298.00
	Total: $ 23,246.00

Attachments: The following Attachments are expressly incorporated into this Grant Agreement and the Recipient agrees to be bound by the contents thereof.

Attachment A - Scope, Purpose and Description of Grant Activities
Attachment B - Terms and Conditions
Attachment C - Excerpt from 36 CFR Part 61
Attachment D - Standards for Determining Eligibility
Attachment E - Listing of Eligible and Non-Eligible Expenditures
Attachment F - Examples of Non-allowable Costs
Attachment G - Procurement Standards

Execution: Approval as to form:

FOR THE GRANTOR

Toni M. Prawl

Toni M. Prawl, Ph.D.
Director, State Historic Preservation Office
& Deputy State Historic Preservation Officer

04/15/2016
Date

William J. Bryan
Director, Missouri State Parks
& Deputy State Historic Preservation Officer

4/13/16
Date

FOR THE GRANT RECIPIENT

City of Warrensburg, MO

4-28-16
Date

CITY OF WARRENSBURG INCORPORATED 1855 JOHNSON COUNTY MISSOURI

Attest

Please be advised that the Missouri Department of Natural Resources has not as yet received the final allocation from the federal Historic Preservation Fund. No final grant awards or reimbursements of allowable grant project costs will be made until the allocation is approved by Congress and signed by the President. Obligations of the State shall cease immediately if the Missouri Legislature, the President or Congress fail to appropriate or otherwise make available funds for this project.

ATTACHMENT A

SCOPE, PURPOSE AND DESCRIPTION

OF

GRANT ACTIVITIES

SCOPE, PURPOSE AND DESCRIPTION
OF GRANT ACTIVITIES
City of Warrensburg
Holden and Pine Streets Commercial Historic District
National Register Project
Project No. 29-16-141287-014

Starting Date: March 22, 2016
Ending Date: August 30, 2017

I. SCOPE AND PURPOSE:

The City of Warrensburg will contract to complete a National Register of Historic Places nomination for the Holden and Pine Streets Commercial Historic District. The district is approximately 8 acres and encompasses historic commercial properties on the east and west sides of Holden Street between the railroad tracks to the south and E. Gay Street to the north. The district also encompasses historic commercial properties on the north and south sides of W. Pine Street between N. Washington Street to the west and N. Holden Street to the east. The district contains approximately 81 commercial properties. The final boundaries and resource count for the district will be determined in consultation with the State Historic Preservation Office (SHPO).

II. ACTIVITIES AND FUNCTIONS:

A. Consultant Selection Process

The City of Warrensburg will hire a consultant that meets the *Secretary of the Interior's Professional Qualifications Standards*, as outlined in the Code of Federal Regulations, 36 CFR Part 61 to prepare a National Register Nomination for the Holden and Pine Streets Commercial Historic District. The City of Warrensburg shall provide evidence to the SHPO that a variety of qualified consultants were contacted via a Request for Qualifications (RFQ). The RFQ sent to consultants shall include a copy of Attachment A: Scope, Purpose and Description of Grant Activities and the Milestone Schedule from the Grant Agreement. All contractual deadlines with the consultant shall not conflict with milestone deadlines set in the grant agreement. Documentation of the consultant selection process and a draft of the consultant contract shall be submitted to the SHPO for approval **before it is signed**.

B. National Register Nomination

The City of Warrensburg will contract with a qualified consultant to complete a National Register of Historic Places Registration Form for the Holden and Pine Streets Commercial Historic District. The district was identified in the Multiple Property Documentation Form, *Historic and Architectural Resources of Warrensburg, Missouri*, approved by the National Park Service in 2012. The boundaries of the district were further determined based on site visits by SHPO staff in 2010 and 2016. The consultant will be responsible for completing the National Register Registration form and other materials necessary to nominate the proposed district; the consultant is also responsible for completing additional research and documentation as necessary. Final boundaries,

contributing resource counts, criteria and areas of significance will be determined in consultation with the State Historic Preservation Office. The nomination will be prepared in accordance with the instructions contained in National Register Bulletin 16A: How to Complete the National Register Registration Form. In addition, the nomination form will meet the standards outlined in the Missouri State Historic Preservation Office's *The Missouri Guide to the National Register Process* (*MO NR Guide*).

The consultant shall submit nomination materials to the SHPO by deadlines that correspond to the February 2017 Missouri Advisory Council on Historic Preservation (MOACHP) meeting. Submission dates for 2017 will be published on the MO SHPO website after the August 19th 2016 MOAHCP meeting. The initial submission deadline will be approximately 90 days before the February 2017 MOACHP meeting. The consultant shall also submit a revision and a post-MOACHP final copy of the nomination by designated deadlines.

Prior to the initial submission the consultant shall submit a draft Section 8 Summary and a draft map showing district boundaries. The consultant will contact the SHPO to assist in the determination of district boundaries.

Submissions materials for the initial submission and any revisions will be submitted in one packet and will include the following products (hard copy photos will be due with the revision):

1. A complete National Register of Historic Places Registration form prepared in accordance with National Register Bulletin 16A: How to Complete the National Register Registration Form and the *MO NR Guide*. The nomination shall be submitted on disc or flash drive in Microsoft Word 2010 or Microsoft Word 2010-readable format. A .pdf of the form is not acceptable. It is not acceptable to email the form. The nomination must be substantially complete for the initial submission as outlined in the *MO NR Guide.*
2. Digital color photographs provided in TIFF format and properly labeled according to National Park Service standards. Each digital image must be at least 1600 X 1200 pixels and at least 300 dpi. All images must be burned to a disc or put on a flash drive. Photos must be recent, being no older than 12 months by the time they are submitted to the National Park Service.
3. One set of hard copy prints of the photographs (due with revision). The photographs must be printed in black and white, using archival ink and paper meeting a 75-year standard. They must be printed at 300 dpi in 5"x7" or 8"x10" size. Each photo must be labeled on the back, using a soft lead pencil, with at least the sequential number, district name, city, county, and state. Prints with adhesive labels will not be accepted. The SHPO will be consulted on paper and ink combinations before prints are made and submitted.
4. A digital copy of the district map in .jpg, .pdf format or a .kmz file showing the National Register boundaries and contributing and non-contributing resources. The map must include a scale, a north arrow, and a legend. The resolution must be high enough so that each resource and its contributing status are clearly discernable. It must be burned to a disc or put on a flash drive.
5. A hard copy of the district map, showing the National Register boundaries and contributing and non-contributing resources, printed on archival paper. This must be at least 11" by 17" in size and each resource and its contributing status must be clearly discernable. The map must include a scale, a north arrow, and a legend.

6. A list of all property owners within the boundaries of the proposed district, obtained within 90 days of the submission. This can be included in the digital Microsoft Word version of the nomination on the final continuation page, or as a separate digital Microsoft Word document. If included as a digital file separate from the nomination, it must be burned to a disc or put on a flash drive.

SHPO comments for any products will be provided to the consultant in a timely manner. The City of Warrensburg can request to be copied in correspondence with the consultant at any point during the grant cycle. The consultant is responsible for addressing SHPO comments and submitting revisions by established deadlines.

Additionally, the consultant shall prepare and present a PowerPoint presentation illustrating the character of the district at the February 2017 MOACHP meeting. The preparer will be required to incorporate any final SHPO or MOACHP comments into a final version of the nomination for submission to the SHPO approximately 30 days after the February 2017 MOACHP meeting.

C. Public Meetings

The grant recipient will conduct a minimum of two public meetings in Warrensburg to inform owners of properties within the proposed district and the interested public about the goals and scope of the National Register nomination process. Meetings will be held as near to the beginning of the nomination preparation process as possible and at the conclusion of the preparation of the National Register nomination documents to present the nomination to the community. Meetings should be primarily informative in nature, but may also be used to solicit information from knowledgeable members of the public. Public meeting notices regarding this grant project will include the following acknowledgement:

> ***This project is partially funded by a grant from the Missouri Department of Natural Resources, State Historic Preservation Office and the U.S. Department of the Interior, National Park Service. Grant awards do not imply an endorsement of contents by the grantor. Federal laws prohibit discrimination on the basis of race, religion, sex, age, handicap or ethnicity. For more information, write to the Office of Equal Opportunity, U.S. Department of the Interior, Washington D.C. 20240.***
> [This acknowledgement may be in any size type on the notice.]

III. SPECIAL CONDITIONS:

1. It is agreed that if the project should fall one (1) month behind the milestones, the Missouri Department of Natural Resources (MDNR) has the right unilaterally to terminate or reduce the dollar amount of this agreement. In addition, if MDNR determines that full termination is warranted, MDNR shall be sole authority in determining the amount of compensation owed.

2. All work related to this project will either be supervised or completed by personnel who meet 36 CFR 61, Appendix A, professional qualifications.

3. Any unspent grant funds remaining, after the above listed activities of this project are concluded, must be used for local preservation activities including but not limited to public

outreach and education projects, preservation publications, and training. All expenditures are subject to the approval of the grant monitors.

4. The Warrensburg Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the SHPO. Any Commission comments will be submitted with the corresponding milestone to the SHPO.

Project work will be completed and payments made according to the milestone/payment schedule and project budget that follows.

MILESTONE/PAYMENT SCHEDULE
City of Warrensburg
Holden and Pine Streets Commercial Historic District
National Register Project
Project No. 29-16-141287-014

Starting Date: March 22, 2016
Ending Date: August 30, 2017

Milestone	Product	Date Due	Federal Share	Non-Federal Share
#1	Documentation of the consultant selection process and a draft of the consultant contract **prior to signature** submitted to the SHPO for review and approval.	6/03/16	$ 0	$ 0
#2	A copy of the signed consultant contract is submitted to the SHPO for review and approval	7/08/16	$ 0	$ 0
#3	Consultant submits preliminary district boundaries and draft of Section 8 Summary to the SHPO for review and approval. Submission of documentation for the first of two public information meetings to the SHPO for review and approval.	8/05/16	$2,500.00	$500.00
#4	Consultant submits substantially complete draft historic district nomination in 2010 Word format, TIF images in color; draft district and locational map, and the names and addresses of the current owner of each building keyed to the building addresses to the SHPO on disc for review and approval. Mid-term budget report due.	11/14/16*	$5,724.00	$4,399.00
#5	Consultant submits revised historic district nomination and any revised materials incorporating SHPO staff comments on disc and one set of 5x7 or 8x10 black and white archival hard copy photographs to the SHPO for review and approval.	12/28/16*	$ 0	$ 0
#6	Preservation Commission reviews nomination and submits documentation from the second public information meeting to the SHPO (approximate date) for review and approval.	1/20/17	$ 0	$ 0
#7	Consultant presents nomination to the Missouri Advisory Council on Historic Preservation.	2/17/17*	$ 0	$ 0
#8	Consultant submits final revisions, incorporating SHPO and MOACHP comments, on disc to the SHPO for review and approval.	3/17/17*	$ 0	$ 0
#9	Final fiscal report submitted to the SHPO.	4/28/17	$ 5,724.00	$ 4,399.00
	TOTALS:		**$13,948.00**	**$ 9,298.00**

*Date is approximate. Submission deadlines for 2017 MOACHP meetings will be published on the SHPO's website by the end of August 2016.

BUDGET
City of Warrensburg
Holden and Pine Streets Commercial Historic District
National Register Project
Project No. 29-16-141287-014

Starting Date: March 22, 2016
Ending Date: August 30, 2017

Cost Category	Federal Share	Non-Federal Cash	Total Cost
36 CFR 61 contractor	$ 13,948.00	$ 7,302.00	$ 21,250.00
Personnel	$ 0.00	$ 1,621.00	$ 1,621.00
Supplies	$ 0.00	$ 75.00	$ 75.00
Other	$ 0.00	$ 300.00	$ 300.00
Totals	$ 13,948.00	$ 9,298.00	$ 23,246.00

ATTACHMENT B:

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Subgrants
General Terms and Conditions &
STATE HISTORIC PRESERVATION OFFICE
Additional Administrative Requirements/Survey & Planning Grants

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources (MDNR). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

A. **Method of Payment**. The recipient will be reimbursed by the MDNR for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the MDNR original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the MDNR payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the MDNR per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR prior to the closing budget date.

1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the MDNR and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The MDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

B. **Retention and Custodial Requirements for Records**. The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the MDNR or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the MDNR and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

C. **Program Income**.

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.

2. Program income shall be deducted from total outlays to determine net allowable costs. With approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied.

For example, 50/50 share ratio agreement with total allowable costs of $10,000 that earns $1,000 in program income would result in $4,500 net share and a $4,500 net financial assistance share.

D. **Match or Cost Share Funding**. In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the MDNR through negotiation with the recipient. Signature by both the MDNR and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the MDNR, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.

2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the MDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

E. **Financial Management Systems**. The financial management systems of the recipient must meet the following standards:

1. Financial Reporting. Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;

2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;

3. Internal Control. Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the "Standards for Internal Control in the Federal Government" and the "Internal Control Integrated Framework";

4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;

5. Allowable Costs. OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;

6. Source Documentation. Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the MDNR's request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees;

7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the MDNR and spent by the recipient.

F. **Reporting of Program Performance**. The recipient shall submit to the MDNR a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the MDNR, the federal awarding agency, the Federal Inspector

General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.

G. **Budget and Scope of Work Revisions**. The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction grants, the recipient shall obtain the prior approval of the MDNR, unless waived by the MDNR, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the MDNR's share exceeds the simplified acquisition amount threshold.

2. For construction and non-construction projects, the recipient shall obtain prior written approval from the MDNR for any budget revision which would result in the need for additional funds.

3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the MDNR before making any fund or budget transfer from the non-construction to construction or vice versa.

4. A recipient under non-construction projects must obtain prior written approval from the MDNR whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.

5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.

6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.

8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the MDNR in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from MDNR when:

    a. The terms and conditions of the financial assistance agreement prohibit the extension.

    b. The extension requires additional funds.

    c. The extension involves any change in the approved objectives or scope of the project.

    d. Carry forward unobligated balances to subsequent period of performance.

9. Extending the agreement past the original completion date requires approval of the MDNR.

H. **Equipment Use**. The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the MDNR. The equipment shall not be moved from the State of Missouri without approval from the MDNR. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost $5,000 and greater.

    a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MDNR funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the MDNR or the federal agency. If the MDNR puts the recipient on notice that it believes assistance assets are not

being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the MDNR's prior written approval.

b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the MDNR, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.

c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the MDNR.

2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:

a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and

coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.

d. The recipient must develop adequate maintenance procedures to keep the property in good condition.

e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, the recipient shall dispose of the equipment as follows:

a. Items of equipment with a current per-unit fair market value $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the MDNR.

b. For items of equipment with a current per unit fair market value of more than $5,000, the MDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MDNR's share of the equipment. Disposition instructions must be requested from the MDNR when equipment is no longer needed.

c. In cases where a recipient fails to take appropriate disposition actions, the MDNR may direct the recipient how to dispose of the equipment.

d. If the MDNR puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without MDNR's written approval.

I. **Supplies**. The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private

companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

J. **Inventions and Patents**. If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the MDNR. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file the same. The MDNR grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MDNR. Payment of royalties by recipient to the MDNR will be addressed in a separate royalty agreement.

K. **Copyrights**. Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the MDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MDNR, the work for government purposes.

L. **Prior Approval for Publications**. The recipient shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the MDNR.

M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.

N. **Procurement Standards**. The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR.

2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal MDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.

O. **Audit Requirements**. The MDNR and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR. Other portions of the audit shall be made available at the MDNR's request.

P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the MDNR must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the MDNR obtains the research data solely in response to a FOIA request, the MDNR may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the MDNR and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

Q. **Conflicts of Interest**. The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

R. **State Appropriated Funding**. The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the

financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the MDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.

S. **Eligibility, Debarment and Suspension** (SubPart C). By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the MDNR all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the MDNR immediately. The MDNR will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.

T. **Restrictions on Lobbying**. No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the MDNR. The recipient must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms**. In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:

    a. Placing qualified small and minority business and women's business enterprises on solicitation lists;

    b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;

    c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;

    d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;

    e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;

    f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.

2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above.

3. For EPA funded financial assistance agreements, the recipient shall utilize EPA form 5700-52A to report to MDNR procurements under the financial assistance agreement.

W. **Disputes**. The recipient and the MDNR should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the MDNR will provide a written decision. Such decision of the MDNR shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the MDNR's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the MDNR shall constitute final action.

X. **Termination**

1. Termination for Cause. The MDNR may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The MDNR shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The MDNR reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.

2. Termination for Convenience. Both the MDNR and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

3. Financial assistance agreements are not transferable to any person or entity.

4. MDNR and the recipient remain responsible for compliance with all closeout requirements.

Y. **Enforcement; Remedies for Noncompliance**. If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the MDNR may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;

2. Disallow all or part of the cost of the activity or action not in compliance;

3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;

4. Withhold further awards from the recipient;

5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior MDNR approval; or

6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

Z. **Subgrantee's Signature**. The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.

AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.

BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).

CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

DD. **Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original assistance agreement amount is less than $25,000 and an amendment increases the award amount to $25,000 or greater, the

recipient must submit the following to the MDNR prior to MDNR signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;

2. A unique entity identifier of the entity receiving the financial assistance;

3. A unique entity identifier of the parent entity of the recipient; and

4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

EE. **Executive Compensation.** If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the MDNR updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

FF. **Competency**. The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

II. Statutory Requirements

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MDNR. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the MDNR. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the MDNR any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);

2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:

3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;

5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;

6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.

11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.

12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.

13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.

2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.

3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.

4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.

5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.

6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.

7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.

8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.

9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.

C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.

D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.

I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

K. The following additional requirements apply to projects that involve construction:

1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of $2000.

2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.

3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.

4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.

5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

III. Additional Administrative Requirements

The Grant Recipient shall apply the standards contained in State statutes, the National Register Program Guidelines (NPS-49), and the federal Common Rule (Adopted by 29 federal agencies and contained in the specific Codes of Federal Regulations, for each federal agency, under the title, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or OMB Circular A-110 for Institutions of Higher Education, Hospitals, and other Nonprofit Organizations) in the administration of this grant and in particular those standards paraphrased as follows:

A. Commencement of Work. The Grant Recipient shall commence work on the project within sixty (60) calendar days from the Grant Agreement obligation date. Failure to meet the sixty-day work commencement requirement may result in the termination of the grant in accordance with subsection I-X.

B. Applicable Preservation Standards. All project work, if applicable, must meet the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation."

C. Professional Standards for HPF Work. All persons employed or retained by the Grant Recipient to perform or supervise project work that must conform with the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation", shall meet federal 36 CFR Part 61 qualifications for preservation professionals, which appears as Attachment C to the Grant Agreement.

D. Hiring of Project Contractor Time Line. If applicable, within thirty days of the date of this Grant Agreement, the Grant Recipient shall have hired a project contractor meeting the requirements of 36 CFR 61.

E. Failure to Meet Milestones. Failure to meet any milestone shall be considered cause, at the discretion of MDNR, for the termination of the grant in accordance with subsection I-X. Furthermore, if a project is behind a milestone by 30 calendar days, MDNR can, at its discretion, unilaterally terminate a Grant Agreement unless the required "notification of problems" procedures have been followed.

F. Required Notification of Problems. The Grant Recipient, as an obligation of this Grant Agreement, must immediately inform the MDNR of any problems which may lead to amendment of this grant action to include a 10% overall budget change, change in personnel, change in scope of work and any actions that may cause the Grant Recipient to fail to meet any milestone. Not informing MDNR of problems shall be considered cause, at the discretion of the MDNR, for the termination of the grant in accordance with subsection I-X.

G. Required Conferences. Upon one week's notice, a representative(s) of the Grant Recipient shall be available to confer with a representative(s) of the Missouri Department of

Natural Resources regarding project work and/or Grant Agreement administration so as to ensure work progress in accordance with this Grant Agreement.

H. Acknowledgments. Any publication based on activities supported by this grant assistance must contain the following acknowledgment or a portion of this statement, as appropriate, depending upon the content of the publication:

(1) Publications

The activity that is the subject of this (type of publication) has been financed (in part/entirely) with federal funds administered by the State Historic Preservation Office, Division of State Parks, Missouri Department of Natural Resources, and the (Federal Awarding Agency). However, the contents and opinions do not necessarily reflect the views or policies of the (Federal Awarding Agency) or the Missouri Department of Natural Resources, nor does the mention of trade names or commercial products constitute an endorsement or recommendation.

(2) Equal Opportunity Statement for Publication

This program received Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. 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: Director of Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.

(3) Other Statements

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with this grant assistance, all Grant Recipients, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Historic Preservation Fund monies, and (2) the dollar amount of Federal funds for the project or program.

I. Reporting of Program Performance. A Final Project Report, which appears as Exhibit 3 to Attachment B, shall be submitted at the end of the grant period. This report should include a comparison of actual accomplishments to the goals established, reasons why goals were not met, and other pertinent information. In addition, if a project is more than 45 days in arrears with regard to a given milestone, an interim report must be prepared to include both a report on the advancement toward completion of project work as well as expenses incurred to date. It must also include a timeline for expense closeout. Additionally, all Grant Recipients must submit a crossover form in September of the year funded to assess expenditure for that fiscal year unless otherwise directed by the MDNR.

J. Ownership of Project Materials. Unless stated elsewhere in this Grant Agreement, all products identified in Attachment A shall be the property of MDNR with the exception of photographic negatives, which may be retained by the Grant Recipient. Negatives retained must either be placed in public repositories or be maintained in such a way that the public will have access. Upon 24 hours notice, materials gathered pursuant to this agreement shall be available for inspection by MDNR.

K. Political Activities. Grant Recipients shall not allow the use of grant funds, equipment, or premises for political purposes; sponsor or conduct candidate meetings; or engage in voter registration, transportation activity, or other partisan political activities.

L. Contingent Fees. No person, agency or organization may be employed or retained to solicit or secure a grant or Grant Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. The MDNR may withdraw the grant or deduct the contingent fee in full from any grant with respect to a Grant Recipient determined to be in violation of this section.

M. Dual Compensation. In the event the Grant Recipient, its employees, grantees, or agents are involved in multiple projects involving federal funding, and compensation is based upon the percentage of time allocated to the federal project, MDNR will not compensate the Grant Recipient for more than one hundred percent (100%) of such time.

N. Succession. By executing the Grant Agreement, the Grant Recipient expressly binds himself, his partners, successors, assigns, executors, and administrators.

ATTACHMENT B

EXHIBIT 1

U. S. Department of Interior
Assurance of Compliance
(Title VI, Civil Rights Act of 1964)

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(TITLE VI. CIVIL RIGHTS ACT OF 1964)

_____ (hereinafter called "Applicant-Recipient")
(Name of Applicant-Recipient)
HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the Missouri Department of Natural Resources and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

If any real property of structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Missouri Department of Natural Resources, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Missouri Department of Natural Resources.

THE ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, Grant Agreements, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Missouri Department of Natural Resources, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognized and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appears below are authorized to sign this assurance on behalf of the Applicant-Recipient.

_____ _____
DATED APPLICANT-RECIPIENT

_____
(President, Chairman of the Board or
Comparable Authorized Official)

_____
APPLICANT-RECIPIENT'S MAILING ADDRESS

ATTACHMENT B

EXHIBIT 2

Mid-Term Budget Report

INSTRUCTIONS FOR HPF GRANT AGREEMENT MID-TERM BUDGET REPORT

1. Use as many sheets as necessary to list all costs associated with the grant activity.		
2. Enter the project name and assigned project grant number.		
	I. List expenditures by **COST CATEGORY**:	
		A. **Personnel/Fringe:** list each person on the payroll paid as a consultant, indicating name, date, check number. Attach time sheets if necessary.
		B. **Travel/Other/Equipment:** provide a short description of expenditures, bills, check numbers, check dates, and amounts.
		C. **Supplies**: same as for travel/other/equipment.
		D. **Contractor:** list costs paid under grant agreement with contractor. Include copies of contractor invoices and verification of payment made to contractor.
		E. **Indirect Cost:** indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.
	Special note: With regards to donated goods, services or equipment, such costs should be treated as follows for the purpose of listing expenditures:	
		Donated **time** should be listed in category **A**. Therefore, all time records should be included as proof of expenditures in that section.
		Donated **equipment** should be listed only in category **B**. All proofs and forms necessary to verify this type of donation should be inserted into this section.
		Donated **goods** should be listed in either category **B or C**. All proofs and forms necessary to verify these types of donations should be inserted into those sections.
	II. The **HPF GRANT AGREEMENT** amount is the same amount as in the original Grant Agreement Budget federal or nonfederal share.	
	III. **MID-TERM SHARE AMOUNTS** list how much was actually spent to date for each share type: federal or nonfederal.	
	IV. **TOTAL EXPENDITURES** is the combined amount of both mid-term federal and nonfederal expenditures.	
3. Sign and date the completed form.		

Historic Preservation Fund Grants
GRANT AGREEMENT MID-TERM BUDGET REPORT

Project Name:_____ **Project Number:**

COST CATEGORIES	HPF GRANT AGREMENT FEDERAL SHARE TOTAL	MID-TERM REPORT FEDERAL SHARE TOTAL	HPF GRANT AGREEMENT NONFEDERAL SHARE TOTAL	MID-TERM REPORT NONFEDERAL SHARE TOTAL	TOTAL MID-TERM EXPENDITURES
Personnel/ Fringe:					
Travel/Other/ Equipment					
Supplies:					
Contractor:					
Indirect Cost:					

COMMENTS:

Authorized Signature Date

ATTACHMENT B

EXHIBIT 3
Final Project Report

Department of Natural Resources
Division of State Parks, State Historic Preservation Office
FINAL PROJECT REPORT

Project No.: 29-

Project Title:

Total Project Cost: $

Amendments with Approval Dates:

MAJOR WORK ITEMS	PLANNED	AMENDED	ACTUAL

Major Cost Items: (See Attached)

Publication Name:
Date: No. Copies.

Additional Information:

CERTIFICATION:
I certify professionally qualified program and grants management staff of my organization have confirmed, through site visits and/or review of financial and performance reports, that work under this subgrant (or Grant Agreement) has been accomplished according to applicable laws, regulations, Secretary of the Interior's Standards, other program standards, grant management requirements specified in NPS-49, National Register Programs Guideline, and the terms and conditions of the applicable HPF grant.

Deputy State Historic Preservation Officer Approval Date

National Park Service Date

Major Cost Categories

Project Number: 29- _____

Project Title : _____

Cost Category--Exhibit 1 Final Expenditures	Original Budget	Amended Amount	Actual Amount
A.	$	$	$
B.	$	$	$
C.	$	$	$
D.	$	$	$
E.	$	$	$
F.	$	$	$
G.	$	$	$
H.	$	$	$
I.	$	$	$
J.	$	$	$
K.	$	$	$
L.	$	$	$
M.	$	$	$
N.	$	$	$
O.	$	$	$
P.	$	$	$
Q.	$	$	$
R.	$	$	$
S.	$	$	$
TOTAL (S)	$	$	$

ATTACHMENT B

EXHIBIT 4
U. S. Department of the Interior
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Drug-Free Workplace
Requirements and Lobbying

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

---

CHECK____IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

---

CHECK____IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check___if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK____IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS $100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK___IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF $150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING $100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

ATTACHMENT C

Excerpt from 36 CFR Part 61
Qualifications for Preservation Professionals

EXCERPT FROM 36 CFR PART 61
(Qualifications for Preservation Professionals)

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

(a) **HISTORY**. The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following: (1) At least two years of full-time experience in research, writing, teaching, interpretation or other demonstrable professional activity with an academic institution; or (2) Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

(b) **ARCHEOLOGY**. The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus: (1) At least one year of full-time professional experience or equivalent specialized training in archeological research, administration, or management; (2) At least four months of supervised field and analytic experience in general North American Archeology; and (3) Demonstrated ability to carry research to completion. In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

(c) **ARCHITECTURAL HISTORY**. The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field plus one of the following: (1) At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or (2) Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

(d) **ARCHITECTURE**. The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a State license to practice architecture.

(e) **HISTORIC ARCHITECTURE**. The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following: (1) At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or (2) At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

ATTACHMENT D

Standards for Determining Eligibility

Standards For Determining Eligibility

CONCEPT OF LOCAL MATCHING SHARE:

Historic Preservation Fund grant awards are federal monies that are made available through the Missouri State Historic Preservation Office in support of a wide range of administrative, direct and indirect costs incurred in conducting eligible historic preservation survey and planning activities.

A fundamental principle of these grants is that they are only partially funded with federal money and must be matched by the Grant Recipient with a local cost share. In general the matching ratio must be 60/40, that is, forty percent of the project cost must be provided by the Grant Recipient.

GENERAL RULES FOR MATCHING SHARES:

The local matching share of a Historic Preservation Fund project may include:

- charges incurred by the Grant Recipient as project costs during the project period;
- project costs financed with cash contributions or donations to the Grant Recipient by other non-Historic Preservation Fund sources, including public agencies, institutions, and private organizations and individuals;
- project costs represented by services or real and personal property (or the use of these) contributed or donated by non-federal third parties during the project period. Where such in-kind contributions are made by the Federal government, they may be included in the Grant Recipient's matching share only if Federal legislation authorizes such inclusion.

All costs, whether cash or in-kind, will be accepted as contributing to part of the Grant Recipient's matching share only when such contributions meet all of the following criteria:

1.) are verifiable from the Grant Recipient's records;

2.) are not included as matching contributions for any other federally assisted program or any federal contract;

3.) are necessary and reasonable for proper and efficient accomplishment of approved project objectives;

4.) are contributed within the project period;

5.) are types of costs which are allowable under the applicable Federal and state regulations;

6.) are not derived from the federal government directly or indirectly under another assistance agreement unless authorized under the other agreement and the laws and regulations to which the other agreement is subject;

7.) are provided for in the approved Grant Agreement;

8.) and conform to all other provisions listed in this guide.

GENERAL RULES FOR DETERMINING ALLOWABILITY:

General guidelines for establishing the allow ability of a matching share contribution is outlined below:

1.) Although the Missouri Department of Natural Resources prefers and encourages Grant Recipients to make required contributions in cash, either cash or in-kind contributions can qualify.

2.) In-kind contributions must be fairly valued and must be of such nature that if the federal share had been used to pay for the contribution, the Grant Recipient would have incurred an allowable cost. In-kind contributions are eligible only to the extent that they represent actual costs for which Historic Preservation Funds could be applied for project objectives. Any grant funds applied in excess of actual cost would constitute an unallowable profit to the Grant Recipient.

3.) Following project approval and signing of the Grant Recipient's Grant Agreement, non-federal share expenditures of cash will be recorded as they occur. All in-kind contributions must be recorded in the ledger accounts as grant costs when the in-kind services or goods are received. Records, including required supporting documentation, of in-kind services performed or goods received must be maintained on a current basis.

4.) Non-federal share contributions need not be made in exact time concurrence and proportion with withdrawal and expenditure of Historic Preservation Funds. During the first months of project operation, Grant Recipients may be authorized to expend a greater proportion of matching Historic Preservation Funds to meet project expenses than is required by the applicable matching ratio. However, the full matching share must be contributed by the end of the project period. This applies to all survey and planning activities.

5.) The local matching share is subject to audit, as is the federal share.

6.) Documentation of the basis for applying allowable indirect cost rates as matching share must be readily available.

7.) The basis for determining the matching share charges for personal services, materials, equipment, buildings, and land must be documented.

8.) Matching share costs will not be allowable if incurred prior to the effective date of the project grant award, whether or not the cost would have been allowable if incurred after such date, with one exception:

It is recognized that some costs must be incurred before a proposed project can be submitted to the Grantor with required descriptive and cost data. Therefore, such costs that are directly related to development of survey and planning projects may be considered eligible with the Grantor's concurrence.

GENERAL RULES FOR VALUATION OF IN-KIND CONTRIBUTIONS:

General rules for establishing the value of in-kind contributions as an element of the local matching share are outlined below:

Donated Services:

1.) Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteered services may be counted as matching share if they are integral and a necessary part of the approved grant project.

2.) Rates for volunteer services must be consistent with those regular rates paid for similar work in other activities of state government. In instances where the skills required for the Historic Preservation Fund assisted project are not found in the state government, rates used must be consistent with those rates paid for similar work in the labor market in which the grantor competes for the type of services involved.

3.) If a volunteer performs services outside his profession or trade, this volunteer time must be valued at the federal minimum wage rate. Unless a higher rate can be documented, all rates are subject to the Grantor's approval.

4.) Volunteers employed by other organizations are treated as follows: when an employer, other than the Grant Recipient or a university, furnishes the services of an employee to the grant project, these services will be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead cost), provided the services volunteered are in the same skill range for which the employee is normally paid.

5.) Review board contributions are treated as follows: only to the extent that items of cost would be allowable under state and local laws, regulations, and practices applicable to persons performing comparable duties and services, can such contributions be applied as matching share.

    Time spent by a review board or any other advisory body member who is directly related to the development, conduct or administration of a Grant Recipient's project is allowable as matching share contribution to the extent that the contributed time is spent solely in the member's capacity as a member of the board. Time spent in meetings directly relating to approved program objectives which is chargeable as matching share must be documented by agenda, minutes of the meeting, and a separate time record, for each member. Travel time must be reasonable and meetings must be held in an easily accessible place. Unreasonable or undocumented donations of time will be subject to audit review and possible adjustment or disallowance.

6.) All volunteer services claimed as non-federal share must be substantiated by time cards or records that are signed by both the volunteer and his supervisor, just as are required for all salaried employees. Such records must show the actual hours worked and the specific duties performed. The records should also show the basis for determining the rate of the volunteer's contribution and such documentation must be available for audit.

Donated Property:

Valuation of Donated Expendable Personal Property:

Expendable personal property includes such items as expendable equipment, office supplies, or workshop supplies. Values assessed to donated or contributed personal property included as matching share must be reasonable and must not exceed the fair market value at the time of donation. The basis for determining the valuation must be documented and available for audit.

Valuation of Donated Non-expendable Personal Property and Buildings and Land, or Use of These Types of Property:

Generally, as stipulated in the Federal Office of Management and Budget, Circular A-122, the rules used for charging matching share for donated non-expendable property, buildings and land are as follows.

1.) If the purpose of the grant is to furnish equipment, buildings, or land to the Grant Recipient or otherwise to provide a facility, the total value of the donated property may be claimed as matching share.

2.) If the purpose of the grant is to support activities that require the use of equipment, buildings, or land on a temporary or part-time basis, depreciation or use charges for equipment and buildings may be made. The full value of equipment or other capital assets and fair rental charges for space may be made provided the Grantor has approved the charges.

3.) The valuation of donated non-expendable personal property shall not exceed fair market value of equipment and property of the same age and condition at the time of donation.

4.) If the donor transfers title to the property, the amount allowable as matching share is determined as if the Grant Recipient had purchased the property and paid the fair market value of the property at the time the property was transferred.

5.) If the use of property is donated as a loan, the amount allowable as matching share shall be determined as if the Grant Recipient had rented the property and paid the fair rental value at the time of the donation.

6.) The value of donated land and buildings may not exceed its fair market value at the time of donation to the Grant Recipient as established by an independent certified real property appraiser.

7.) The value of donated space shall not exceed the fair rental value of space as established by an independent appraiser of comparable space and facilities in a privately owned building in the same locality.

ATTACHMENT E

Eligible and Noneligible Expenditures

Listing of Eligible and Noneligible Expenditures

Standards for determining the allow ability of individual items of cost are based on federal management circulars; rules and regulations; and the National Park Service grant manual for this program. Listed below are examples of costs which are typically allowable, but the absence of a particular type of cost in the list is not intended to imply that it is either allowable or unallowable.

Accounting: The cost of establishing and maintaining accounting and other information systems required for the management of the grant project.

Advertising: Advertising media including newspapers, magazines, radio and television programs, direct mail, trade papers, and the like. These advertising costs are allowable when they are solely for recruitment of personnel necessary for the grant assisted project; for solicitation of bids for procurement of goods and services required for the performance of the Historic Preservation Fund assisted project; notices required by the federal government, state, or local agencies pertaining to the Historic Preservation Fund program, and other purposes specifically provided for in the Grant Agreement.

Audit services: The cost of audits necessary for the administration and management of functions related to the grant project.

Bonding: Costs of premiums on bonds covering employees who handle Historic Preservation Fund grant monies.

Budgeting: Costs incurred for the development and preparation of budgets, if such actions occur after an applicant has been selected for funding.

Building Lease: The administrative costs for lease management of Grant Recipient office space.

Communications: Communication costs incurred for telephone calls or special phone systems directly related to grant program operations.

Compensation for Personal Services: Compensation includes all current or accrued payment for services rendered during the period of performance under the Grant Agreement, including, but not limited to, wages, salaries, and supplementary compensation and benefits. The costs of such compensation are allowable to the extent that total compensation for individual employees is:

1.) reasonable for the services rendered;

2.) supported by payroll documentation and time distribution records. **Note**: *amounts charged to Grant Recipient projects for personal services, regardless of whether treated as direct or indirect cost, will be based on payrolls documented and approved in accordance with generally accepted practices of state or local government. Payrolls must be supported by time and attendance records or equivalent records for individual employees. Time distribution records are not required for full- or part-time employees whose entire time is charged to one grant project or activity. The method used should produce a clear record of distribution of time and effort, federal and matching shares assigned to personnel. A system*

that only tracks effort is not acceptable. Time should be accounted for in units of work days and include a brief description linking work performed to a specific approved project.

Depreciation and Use Allowances: Grant Recipients may be compensated for the use of buildings or equipment as capital improvements. The computation used will exclude any portion of the cost of the building or equipment donated or borne directly or indirectly by the federal government. Before any grantor may utilize Use Allowance, a formal request must be made to the Grantor to insure its eligibility.

Employee Fringe Benefits: Costs identified under 1 and 2 below are allowable to the extent that total compensation for Grant Recipient employees is reasonable.

1.) employee benefits in the form of regular compensation paid to employees during periods of authorized absence from the job such as annual leave, sick leave, court leave, military leave, and the like if they are:

   a.) provided pursuant to an approved leave system; and

   b.) the cost thereof is equitably allocated to all related activities including grant programs.

2.) employee benefits in the form of employers' contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance coverage, and workman's compensation, provided such benefits are granted under approved plans and are distributed equitably to grant programs and all other activities.

Employee Morale, Health and Welfare Costs: Costs of health or first-aid clinics and/or infirmaries, recreational facilities, and employees' counseling services, incurred in accordance with general state or local government policies.

Equipment and Other Capital Expenses: An article of non-expendable tangible property that has a useful life of more than one year and an acquisition cost of $300 or less is allowable without prior approval of the Grantor when deemed necessary for grant project operation.

Exhibits: Costs of exhibits relating specifically to grant program processes, accomplishments, or results. (cf: unallowable costs for ineligible exhibit purposes under "Museums").

Furnishings: Costs of project furnishings are allowable when such are original pieces of furniture or are permanently attached items that are integral to the building.

Indirect Costs: Indirect costs when specifically authorized by the Grantor.

Legal Expenses: Costs of legal expenses required in the administration of the grant, if directly related to program activities.

Maintenance and Repair: Costs incurred for necessary maintenance, repair, and upkeep of Grant Recipient administrative offices and non-expendable property in support of grant assisted activities which neither add to the permanent value of the property nor appreciably prolong its useful life, but do keep it in an efficient condition.

Materials and Supplies: Costs of materials and supplies necessary to carry out the grant project. Purchases made specifically for the grant project should be charged at their actual price after deducting all discounts, trade discounts, cash discounts, rebates, and allowances received by the grantee.

Meetings and Conferences: Costs are allowable when the primary purpose of the meeting is dissemination of information relating to grant activities.

Memberships, Subscriptions, and Professional Activities: The cost of memberships in civic, business, technical, and professional organizations is allowable, provided:

1.) the benefit from the membership is directly related to achieving grant program objectives;

2.) the expenditure is for agency membership;

3.) the cost of the membership is reasonably related to the value of services or benefits received;

4.) the expenditure is not for membership in organizations which devote a substantial amount of time in lobbying either the Congress of the United States or the General Assembly of Missouri.

Motor Pools: Costs of service organizations which provide automobiles to user Grant Recipient agencies at mileage or fixed rate and/or provide vehicle maintenance, inspection, and repair service.

Payroll Preparation: Costs of preparing payrolls and maintaining necessary related wage records.

Personnel Administration: Costs for recruitment, examination, certification, classification, training, establishment of pay standards, and related activities for grant programs.

Printing and Reproduction: Costs of printing and reproduction services necessary for grant administration, including, but not limited to, forms, reports, manuals, and informational literature. Publication costs of reports or other materials relating to grant program accomplishments or results are allowable when provided for in the Grant Agreement.

Procurement Service: The costs of procurement of services including solicitation of bids, preparation and award of Grant Agreements, and all phases of Grant Agreement administration.

Publications: Publication charges are eligible if the papers report work supported by the Historic Preservation Fund grant and acknowledge the source of the grant. The publication must not be for profit or the program income from the publication must be shown to further extend grant activities. It must be proved that there will be a significant and direct benefit to the achievement of grant program objectives.

Public Information Service Costs: Public information service costs include the costs associated with newsletters, pamphlets, news releases, and other forms of program related informational services.

1.) Allowable costs are those normally incurred to:

a.) inform or instruct individuals, groups, or the general public about statewide and local historic preservation accomplishments, problems and issues directly related to Historic Preservation Fund grant supported activities;

b.) interest individuals and organizations in participating in Historic Preservation Fund grant supported programs with special emphasis on Missouri Department of Natural Resources objectives;

c.) provide necessary stewardship reports to state and local government agencies contributing to the project;

d.) disseminate the results of grant-sponsored activities to preservation professionals, interested organizations and the general public.

2.) Publication service costs necessary to comply with grant project requirements, such as completion reports, publications undertaken at the written direction of the Grantor, or other publications necessary for program administration, are allowable.

Reference Materials: Costs of books and subscriptions to civic, business, professional and technical periodicals when such materials are necessary to accomplish grant program objectives.

Research: Costs of historical, architectural, and archaeological research necessary for project accomplishments. Note: purely archival research is ineligible.

Review Commissions: Costs incurred by local review boards or commissions created to carry out grant objectives. Members of the commission may receive subsistence, travel allowances, and compensation while serving the commission, in accordance with state law, regulations, and practices applicable to persons performing comparable duties and services.

Supplies and Services: The cost of maintaining and operating a central store for supplies, equipment and materials used either directly or indirectly for the purpose of a specific project activity.

Taxes: In general, taxes or payments in lieu of taxes which the Grant Recipient is legally required to pay are allowable, subject to adjustments for applicable credits.

Training and Education: Costs of in-service training customarily provided for employee development when directly or indirectly benefiting grants objectives.

Transportation: Costs incurred for freight, cartage, express postage, and other transportation costs relating to goods either purchased, delivered, or moved from one location to another are allowable when necessary and directly related to the grant project.

Travel: Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business incident to a grant project. Such costs may be charged on an actual basis, or on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and results in charges consistent with those normally allowed in like circumstances in state sponsored activities. The difference between coach and first class airfare is not allowable unless coach accommodations are not reasonably available.

The following types of costs may be allowable, but prior approval of the Grantor will be required:

Automatic Data Processing: Costs of automatic data processing services to grant projects. These costs may include rental of equipment; the acquisition of equipment by outright purchase; rental-purchase agreement; or other methods of purchase, but purchase cost is allowable only upon prior Grantor approval.

Building Space and Related Facilities: The cost of space in privately owned or publicly owned buildings used for the benefit of the grant project is allowable, subject to the conditions stated below. (Note: the total cost of space, whether in a privately or publicly owned facility, may not exceed the rental cost of comparable space and facilities in the private sector in the same locality).

1.) Maintenance and Repair: The cost of utilities, insurance, security, janitorial services, normal repairs and alterations, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.

2.) Rearrangements and Alterations: Costs incurred for extraordinary rearrangements and alterations of facilities required specifically for the grant project are allowable with prior approval by the Grantor.

3.) Occupancy of Space Under Rental-Purchase Agreement or a Lease with Option-to-Purchase: The cost of space procured under such arrangements is allowable with prior approval by the Grantor.

4.) Non-Occupancy: The cost of space procured for the grant project may not be charged to the project for periods of non-occupancy without prior Grantor authorization.

Capital Expenditures: The cost of facilities, equipment, other capital assets, and repairs which materially increase the value or useful life of capital assets is allowable when such procurement is specifically justified in writing and specifically approved by the Grantor in advance. When assets acquired with federal grant funds are sold, no longer available for use in the federally sponsored program, or used for purposes not authorized by the Grantor, federal equity in the assets will be refunded in the same proportion as the federal participation in its cost. In case any assets are traded on new items, only the net cost of the newly acquired assets is allowable.

Equipment: Articles with a unit cost of more than $300 and useful life of more than one year are allowable when specifically approved by the Grantor in advance as a direct cost.

Insurance and Indemnification: Costs of hazard and liability insurance to cover personal property directly connected with federally assisted projects and maintained pursuant to the Grant Agreement, during the grant project period.

Costs of other insurance in connection with the general conduct of activities are allowable subject to the following limitations:

1.) Type, extent and cost of coverage must be in accordance with general state government policies and sound business practices.

2.) Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, federal government property are not allowable except when written approval is granted by the Grantor.

3.) Contributions to a reserve for a self-insurance program approved by the Grantor are allowable to the extent that the type of coverage, and the risk and premiums would have been allowed had insurance been purchased to cover the risks.

Professional and Consultant Service Costs: Costs of professional and consultant services are allowable subject to the general conditions ruling federal grants, state and local laws, and the following.

1.) the nature and scope of the service rendered in relation to the service required;

2.) the necessity of contracting for the service considering the Grant Recipient organization's capability in a particular area;

3.) the impact of government grants on the Grant Recipient organization;

4.) the qualifications of the individual or concern rendering the service and the customary fee charged, especially on non-government Grant Agreements and grants; and

5.) the adequacy of the contractual agreement for the service (e.g., description of the service, estimate of time required, rate of compensation, and termination provisions).

However, it should be noted that:

6.) Retainer fees to be allowed must be reasonably supported by evidence of services actually rendered;

7.) Costs of legal, accounting, and consulting services, and related costs incurred in the prosecution of claims against the government are unallowable; and

8.) No person employed as a consultant, or by firms providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with Historic Preservation Funds. Where audit and monitoring reviews indicate that the rates of compensation were not reasonable or exceeded the maximum daily rate, the Grantor may determine such costs to be unallowable.

Proposal Costs: Proposal costs are allowable when the cost of preparing proposals for potential federal government grants are specifically provided for in the Grant Agreement.

ATTACHMENT F

Examples of Nonallowable Costs

Examples of Costs Which Are Not Allowed

Standards for determining the allow ability of individual cost items as a part of the local matching share are based on federal management circulars; rules and regulations; and the National Park Service grant manual for this program. Listed below are examples of costs which are typically not allowable, but the absence of a particular type of cost in the list should not be taken to mean that it necessarily is allowable. Where questions of eligibility are involved, grantees should request a Grantor determination prior to making such expenditures.

Archival Research: Costs of purely archival research.

Archaeological Salvage: Costs of salvage archaeology unrelated to increasing and understanding knowledge of a National Register property. (There are special circumstances that may allow archaeological salvage, and applicants that propose such actions must, in writing, inform the Grantor of their proposed methods and any special circumstances. Allow ability will be decided on a case by case basis.)

Bad Debts: Any losses arising from uncollectible accounts and other claims and related collection costs.

Bonus Payments: Bonus payments of any kind.

Conditional Donations: Any donation or contribution containing a reversionary provision to the donor which can be exercised during the term of the project.

Contingencies: Contributions to a contingency reserve or any similar provision for unforeseen events.

Contributions and Donations: Charitable contributions and donations are unallowable as follows:

1.) charitable contributions and donations of grant funds;

2.) the value of services donated by employees or other persons paid with grant funds; and

3.) Donated goods (i.e., expendable personal property, supplies, and donated use of space) may be furnished to a subgrantee, or grant supported grantee. The value of such goods and space is not reimbursable as direct or indirect cost. (However, the value of the donations may be used to meet matching share requirements following HPP review to determine eligibility on a case by case basis).

Curation: Costs of curation or exhibition of artifacts or other materials after the project end date.

Damage Judgements: Damage judgements arising out of acquisition, construction, or equipping of a grant assisted program or project site, whether determined by judicial decision or arbitration or otherwise.

Entertainment: Costs of amusements, social activities, and related incidental costs such as meals, beverages, lodging, rentals, transportation and gratuities.

Equipment: Equipment and other capital expenditures are unallowable as indirect costs. (Although they may be allowable under the rules regarding Use Allowances or Depreciation, the Grantor must decide allow ability on a case by case basis).

Fines and Penalties: Costs resulting from violations of, or failure to comply with, federal, state, and local laws and regulations.

Fund raising: Expenses and costs of organized fund raising, including financial campaigns, endowment drives, solicitations of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions.

Indirect Cost to Individuals: Indirect costs to individuals under Grant Recipient Grant Agreements.

Interest and Other Financial Costs: Interest on borrowing, however represented, is unallowable.

Interpretive Expenses: Interpretive expenses, such as staff salaries or maintenance of interpretive devices, with the exception of purchase and installation costs for such devices.

Legislative Expenses: Salaries and other expenses of local governmental units such as county supervisors, city councils, school boards, etc., whether or not incurred for purposes of legislation or of executive direction.

Lobbying: Costs associated with activities or any communication designed to influence in any manner a member of Congress to favor or oppose any legislation or appropriation.

Meals: Costs of meals for Grant Recipient employees or Review Board members, including any oversight or advisory boards, are unallowable except when such persons are on travel status in conjunction with activities eligible for Historic Preservation Fund assistance.

Maintenance and Administration: Costs of ongoing maintenance and administration of properties following a Historic Preservation Fund assisted project.

Mitigative Expenses: Costs applied to mitigation activities performed as a condition or precondition for obtaining a federal permit or license or funding by other federal programs.

Museums: Costs of museum exhibits, museum staff salaries, and other museum administrative expenses, including maintenance, are unallowable.

Overdrafts or Deficits: Bank charges for overdrafts or deficits.

Taxes: Taxes or tax penalties which the organization involved would not have been liable to pay under prudent management are not allowable, this includes payroll tax penalties or interest paid on late charges.

ATTACHMENT G

Procurement Standards

Procurement Standards

The types of procurement Grant Agreements which are allowable under the fund are cost reimbursement firm fixed-price Grant Agreements, fixed-price incentive Grant Agreements, or cost-plus-a-fixed-fee Grant Agreements. Other types of Grant Agreements may be acceptable depending upon individual circumstances However, cost-plus-a-percentage-of- cost-Grant Agreements may not be used under any circumstances.

All procurement transactions, regardless of whether by sealed bid or by negotiation, and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. The Recipient shall have written selection procedures which shall provide, at a minimum, the procedural requirements; incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured; clearly set forth all requirements which offerors must fulfill and other factors to be used in evaluating bids or proposals. Grant Agreement awards shall be made only to responsible grantees that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as grantee integrity, compliance with public policy, record of past performance, and financial and technical resources. Grant Agreement procedures are as follows:

A. Formal Bidding: The Grant Recipient must formally advertise, with adequate purchase description, sealed bids and public openings unless negotiation is necessary to accomplish sound procurements. However, procurements under $25,000.00 need not be formally advertised. Formal advertisements should be placed in a major newspaper that covers the area affected by the project. Notice should be published at least three times in this publication or once in three different publications. Use of pre-selected bid lists, posting in public places, and publication in trade journals, and magazines are deemed legitimate steps to ensure free and open competition. The Grant Recipient must, at a minimum, submit the following documentation to the Grantor if this method is chosen: A copy of the actual advertisement and an invoice showing the dates published. The advertisement must state that federal funds are involved, and that compliance with all applicable federal, state, and local laws, rules, and regulations is required. After bids are received, they should be tabulated and summarized in a manner that will facilitate comparison. In award Grant Agreements that include additive and deductive bid items, the award procedures should include a disclosure of the selection priority for those items. The bid tabulation must be signed and dated. If no bid or no acceptable bids are received, a Grant Agreement can be negotiated for the same scope of work if each bidder is given notice of this intent and reasonable opportunity to negotiate.

B. Competitive Negotiation: If conditions do not lend themselves to formal advertising, the Grant Recipient may use competitive negotiation. In this type of procurement, the Grant Recipient must solicit an adequate number to be determined by the Grantor, of qualified sources to permit reasonable competition consistent with nature and requirements of the procurement. The request for bids need not be published: it does, however, have to be publicized - normally, proposals are distributed to several prospective grantees. The Grant Recipient must honor reasonable requests by outside grantees to the maximum extent possible. The Recipient must identify all significant evaluative factors, including price or cost where required and their relative importance.

The Grant Recipient must provide mechanisms for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussion and selection for Grant Agreement award. The Grant Recipient may award to the most responsible offeror whose proposal will be most advantageous. Unsuccessful offerors must be notified promptly.

C. The Grant Recipient must utilize competitive negotiation or small purchase procedures for procurement of professional services valued under $25,000.00. The Recipient should consider the competitors' qualifications and select the most qualified; taking cost and timing into consideration. The Grant Recipient should evaluate resumes, past experience, and references at minimum to determine qualifications.

D. Record keeping for procurements: The Grant Recipient must maintain records sufficient to detail the significant history of the procurement. These records must include the rationale for the method of procurement, selection of Grant Agreement type, grantee selection or rejection, and the basis for cost or price.

E. Minimum federal provisions needed in Grant Recipient subgrant agreements: The Grant Recipient must include, at a minimum, the following items:

Provisions or conditions which will allow for administrative, contractual, or legal remedies in the instances where subcontractors violate or breach the Grant Agreement arrangement;

Provision for a method of termination to include both default and circumstances beyond the control of the subcontractor: and

Provision(s) which access the right of the National Park Service and the Grantor to grantee records demand the grantee maintain records for a minimum of three years or more if there are audit concerns.

F. The written agreement should contain the following provisions:

(1) A grantee should not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties. (2)

(2) A grantee shall not convey inside information that has not become part of the body of public information and not become available upon public request, directly to any person for private gain for himself/herself or another person, particularly one with whom he/she has family, business, or family ties.

(3) A grantee shall not either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with the Grant Recipient, except when that information has been made available to the general public or will be made available upon public request, or when the Grantor gives written authorization for the use of non-public information on the basis that the information is for public good.