

Certified Local Government 2012 Grant Program

AUGUST 2011

**History Colorado (Colorado Historical Society)
[Official Name: State Historical Society of Colorado]
Office of Archaeology and Historic Preservation
CURRENT ADDRESS: 1560 Broadway, Suite 400
Denver, Colorado 80202
ADDRESS AS OF SEPTEMBER 26, 2011: 1200 Broadway
Denver, Colorado 80203**

GRANT APPLICATION AND MANUAL
for
HISTORIC PRESERVATION FUND CERTIFIED LOCAL GOVERNMENT
SUBGRANT PROGRAM

The activity that is the subject of this material has been financed in part with Federal funds from the National Historic Preservation Act, administered by the National Park Service, U.S. Department of the Interior for the State Historical Society of Colorado. However, the contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or the Society, nor does the mention of trade names or commercial products constitute an endorsement or recommendation by the Department of the Interior or the Society.

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In addition, funds for this project were provided in part by the History Colorado (Colorado Historical Society), State Historical Fund.

State of Colorado
History Colorado (Colorado Historical Society)
Office of Archaeology and Historic Preservation

**HISTORY COLORADO (COLORADO HISTORICAL SOCIETY)
CERTIFIED LOCAL GOVERNMENT SUBGRANT PROGRAM**

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HISTORY COLORADO (COLORADO HISTORICAL SOCIETY)

CERTIFIED LOCAL GOVERNMENT PROGRAM SUBGRANT APPLICATION GUIDELINES

INTRODUCTION

Certified Local Government Subgrant Program

History Colorado (Colorado Historical Society) (CHS) through the Office of Archaeology and Historic Preservation (OAHP) administers the U.S. Department of Interior's Historic Preservation Fund Program in cooperation with the U. S. Department of the Interior, National Park Service (NPS). Under this program the NPS has specified that at least ten percent (10%) of Colorado's annual program funds be subgranted to Certified Local Governments (CLGs). Currently, there are 49 CLGs in Colorado. Since 2000, Colorado's 10% requirement has been augmented with an internal grant from the State Historical Fund. The anticipated approximate total amount available for 2012 grant awards is \$150,000.

In extending this grant to your project, CHS assumes the responsibility for ensuring that public money will be spent appropriately and with the maximum effectiveness. CHS is held accountable by the NPS for compliance with all applicable federal laws and regulations.

Eligibility

Eligibility for participation in this federally funded grant program requires that each applicant is a CLG. Requirements for certification may be requested from CHS. Any political subdivision of the state, such as a city or county, meeting the criteria set forth in the Colorado Certified Local Government Program Handbook is eligible to apply for certification. Applications for certification are accepted on an on-going basis. Only those governments which have an approved certified status as of November 15, 2011 are eligible to apply for funding under this grant program.

General Conditions

All projects must end no later than June 30, 2013. Funding decisions will be made in January 2012. In most years projects may commence as early as March. However at times finalization of federal funding has been delayed until June. These dates are important because reimbursable work can not be initiated until federal funding is available and a grant contract is fully executed by officials from the local government *and* CHS. The NPS prefers that the contract is signed by your mayor or county commission chair. Please note that projects requesting funding for segments of a long-term project are not guaranteed funding for future phases. Each year's grant application will be judged on its merits for the time period of the proposed project.

All projects must meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online. Key personnel proposed to serve on the project must meet the federal minimum professional qualifications as identified in the Historic Preservation Fund Grants Manual. A copy of the professional qualification standards is included in this packet of information.

Grants will be **awarded on a competitive basis**. All CLGs are eligible to apply for funds although no applicant is guaranteed funding. **No match is currently required** for Colorado CLG grants. However, a statement describing the nature of any match--cash, in-kind or volunteer--may make the application more competitive. Many of the successful past applicants have provided a cash match or described as part of the grant application in-kind or volunteer match.

All aspects of the project must conform to OMB circulars A-87 and A-102 as well as other administrative requirements, federal regulations and the Historic Preservation Fund Grants Manual. These circulars are available online.

A sample CLG subgrant contract is provided at the end of this manual.

APPLICATION SUBMISSION INFORMATION

Application Deadline

CLG applicants must complete an application form and submit one (1) copy to the CHS **on or before the application deadline of November 15, 2011**.

Applications submitted by mail must be postmarked by November 15, 2011. Please submit applications to our **NEW ADDRESS** after September 26, 2011:

Dan W. Corson, Intergovernmental Services Director
History Colorado (Colorado Historical Society)
Office of Archaeology and Historic Preservation (OAHP)
1200 Broadway
Denver, Colorado 80203

Hand delivered applications must be received by 4:00 p.m. on Tuesday, November 15, 2011. The location for delivery is the same as above.

CHS will not accept grant applications sent by FAX or EMAIL.

Applications submitted after the due date will not be considered for funding.

Incomplete applications will be determined ineligible and returned to the applicant.

Applicants may contact the CHS Intergovernmental Services Director Dan Corson at (303) 866-

2673 for assistance. Mr. Corson's e-mail address as of September 26, 2011 will be: dan.corson@state.co.us

GRANT APPLICATION REQUIREMENTS

Proposal Selection

Proposal selection will be based upon criteria established for evaluation of the application with assigned points designated for each element of the application. A copy of these criteria and point assignment is provided. Applicants are encouraged to read this information carefully before preparing their proposals.

Applications will be reviewed by CHS staff with respect to the factors as defined in the scoring criteria including:

- Strengthening local preservation efforts.
- Statement of need.
- Public benefit including and how the results of the project will be made known to the public.
- Scope of work, objectives and outcome.
- Significance and impact of the project.
- Applicant commitment to project.
- Budget and cost effectiveness.

Every effort will be made to distribute grant funds to a maximum number of eligible localities and to ensure a reasonable distribution between urban and rural areas. Applications which are recommended for funding may be fully or partially funded. For example, a grant application for survey of 30 properties may be awarded for 20 properties.

If a project is comprised of more than one component, it is helpful to the grant application reviewers for the CLG to prioritize the components. For multiple component applications, the probability that not all components will be funded is high although that is not necessarily the case.

Applicants should explain why and how the project addresses threats to historic properties as well as provide sufficient background information so that grant application reviewers understand the local context of the project.

CHS STRONGLY ADVISES APPLICANTS TO DISCUSS PROJECT SCOPE OF WORK AND BUDGET WITH A PROFESSIONAL CONSULTANT PRIOR TO SUBMITTING AN APPLICATION. Grant application reviewers are generally able to determine if a project component costs are based upon estimates. If you have chosen a consultant or narrowed the field, CHS advises that you relate that information in the grant application. A project may be eliminated from consideration if reviewers believe that the scope of work and budget were not based upon estimates.

Funded applications require that a contractual agreement is entered into, negotiated and fully executed between CHS and the CLG subgrantee. CLG subgrantees will be expected to have all details of the contract fully negotiated and signed copies returned to CHS as soon as possible. The timeline for reimbursement payments to CLGs will be set forth in an attached exhibit to the grant contract.

Requirements for Survey Grants

CHS requires specific products for survey projects. You may request a copy of these requirements and a copy of the Colorado Survey Manual by calling (303) 866-3395. A copy of the Colorado Survey Manual is also downloadable from CHS's website: www.historycolorado.org

Priorities for Funding

The following types of projects generally receive favorable scores. However, this list should not dissuade an applicant from applying for another type of project. Do not hesitate to contact Dan Corson or other OAHF staff with your ideas about a grant project. In fact, this is encouraged.

- Identifying, evaluating, interpreting and/or nominating properties to the local, State or National registers.
- Protecting historic and prehistoric properties.
- Preservation planning.
- Educational such as plaques, interpretative signs, website development, videos or walking tour brochures.
- Training for commission members and staff.
- Involving innovative technology or techniques.

Reimbursement for staff time may be part of an eligible grant project, but may not be as competitive for mature programs.

Eligible projects for funding consideration include but are not limited to:

1. Surveys to identify historic/prehistoric resources in order to complete or update local cultural resource inventories.
2. Development of historic/prehistoric contexts for evaluation of resources identified during the survey process.
3. Comprehensive historic preservation planning that may include:
 - Development of community-wide preservation plans.
 - Designations of local landmark districts.

- Development of architectural design guidelines.
 - Improvement of local historic preservation ordinances.
 - Support for technical or professional administrative assistance to commissions.
4. Nomination of properties to the National, State or local register.
 5. Public education programs, activities or publications that create an awareness or understanding of local, state or federal preservation programs, or that inform broad sectors of the public on preservation issues, including website development.
 6. Educational speakers, programs, sessions and conferences for historic preservation commissioners.
 7. Innovative projects that address the application or development of new methods, tools or technologies having potential for broad application beyond a specific project.

Applications for funding will be evaluated on the basis of the above considerations as well as Scoring Criteria specified in this set of guidelines. Additionally, if grant application reviewers believe that there are more projects worthy of funding than available money, they may consider certain non-scored factors. These non-scored factors may include past performance in administering CLG grant projects, past performance on other CLG requirements such as timely submitting minutes, annual reports and state tax credit resolutions, and equitable issues such as geographic representation, number of grants awarded in previous years and maturity of a local program.

Please note that new state contract management regulations require CHS to consider prior contract management performance when awarding grants.

TYPES OF PROJECTS

Applicants may apply for one or more specific projects or may submit a proposal that combines more than one type of project, for example:

- A historical and architectural survey of 75 buildings or structures in the west-side neighborhood.
- A county-wide historic context on agriculture from 1890-1945.
- Preparation and production of a brochure for a historic downtown walking tours.
- Staffing for a historic preservation commission and other historic preservation program costs related to eligible project activities.

A separate budget analysis must be completed for each project included in the grant application. The application also should feature a single budget sheet for the total funding request.

PLEASE NOTE: During the administration of funded projects, it is imperative that adequate and thorough records are maintained. It is also essential that the applicant have the capability to comply with reporting deadlines on the programmatic and financial aspects of the project on an agreed upon schedule.

BUDGET INSTRUCTIONS AND CONSIDERATIONS

Remember, project costs are reimbursed and not paid in advance.

1. All costs must be properly verified and documented prior to reimbursement. Appropriate documentation may include, but is not limited to, copies of cancelled checks, billing statements, invoices and receipts, and copies of computer printouts or monthly billing statements with the appropriate dates and figures noticeably highlighted.
2. **All costs must be in payment for obligations incurred during the project period.** Obligations made prior to the start date or after the ending date of the contract will **not** be approved or reimbursed.
3. All costs must represent expenditures which are necessary to the accomplishment of approved grant objectives and as agreed to in the contract.
4. No changes or revisions to the project budget may be made without prior written request to and approval from the CHS CLG grant administrator Dan Corson or his delegee.
5. Cost Categories

- a. Personnel

Project specific personnel are hired as regular employees by a CLG specifically for the grant project. Eligible costs may include salary expenses as well as other project related expenses incurred for the benefit of the project specific personnel. Costs included in a request for reimbursement **must** be supported by copies of records showing the employee name, dates and hours worked, dollar amount charged, description of work performed, as well as signatures of the employee and the employee's supervisor.

- b. Contractual Services

Contractual services are defined as services necessary for the completion of the project that are contracted by the CLG. The CLG must follow the requirements

of Attachment O of OMB Circular A-102 in arranging for this type of service. Documentation on this process (procurement standards) is subject to audit. Eligible costs may include rates only up to the maximum allowed by the NPS guidelines which is currently \$89.41 per hour. **Consultant rates per hour that exceed the allowable standards cannot be charged to the project.** Costs within the allowable rates must be supported by copies of invoices or canceled checks.

c. Supplies and Materials

Purchased supplies and materials are those bought specifically for the project. The CLG must follow the requirements of OMB Circular A-102 in the purchase of supplies and materials. Documentation of this process is subject to audit. Cost reimbursement requests must be supported by invoices and copies of canceled checks.

d. Mileage and Travel Expenses

Mileage costs may be charged to the grant budget for necessary costs incurred. Costs included for reimbursement must be supported with information as follows: Project personnel name, date of travel, purpose of travel, number of miles traveled and rate per mile claimed (the maximum authorized federal rate in our state rate of **\$0.46 per mile** (which may change by the time the project commences). Other travel costs that are approved must be supported by actual travel expense documents up to the maximum agreed upon in the contract.

**SCORING CRITERIA
FOR
CERTIFIED LOCAL GOVERNMENT SUBGRANTS FISCAL YEAR 2012**

The following selection criteria will be used to determine CLG grant awards for FY 2012 funding. Applications received by the deadline will be evaluated based on the set of criteria described below and scored according to the point assignments as indicated. Please review each of these areas carefully before preparing your proposal.

1. Project Description and Strengthening Local Preservation Efforts (20 Points)

Does the applicant demonstrate a clear understanding of preservation needs? Is the description of the project understandable and does it provide background information? Does the applicant proposal form or strengthen partnerships and/or networks? Does the project further existing local, regional or state preservation planning?

2. Statement of Need for Assistance (15 Points)

Is there evidence of responsiveness to community needs? How will members of the public benefit from this project? Is the stated need verifiable with documented factual

information? Does the applicant describe how grant funds will assist in achieving preservation work that can not be solely accomplished with applicant funds?

3. Project Scope of Work, Objectives and Outcomes (20 Points)

Will the scope of work planned accomplish the stated objectives? Is the proposed timeline or schedule reasonable? Are the objectives quantifiable? Will the outcomes and/or products provide beneficial preservation results? Does the project seem likely to be completed and succeed in its goals?

4. Significance and Impact of Project (15 Points)

Does the project deal with a threatened resource? Will the project result in a National Register nomination? Does the project address properties, sites or districts listed on the National Register or State Register? Does the project have a significant impact on the local community? Does the project address/or benefit the minority or disabled community? Does the project develop historic contexts or educate and inform broad sectors of the public?

5. Applicant Commitment to the Project (15 Points)

What are the continuation plans for the project? What is the applicant source and commitment of any matching funds? Is the project part of an overall community, governmental or organizational plan? Are the applicant resources sufficient to successfully accomplish the project as proposed? What efforts are planned to educate the community about the project?

6. Budget and Cost Effectiveness (15 Points)

Is the budget consistent with the planned objectives? Are the costs reasonable in lieu of the proposed items to be produced? Is the budget supported by attached bids from experience professionals? Are costs within allowable categories for funding per federal regulations?

PROFESSIONAL QUALIFICATION STANDARDS

Historic Preservation Professional Qualifications

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.

1. **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:
 - a. At least two (2) years of full-time experience in research, writing, teaching, interpretation or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institutions; or
 - b. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.
2. **Archaeology** The minimum professional qualifications in archaeology are a graduate degree in archaeology, anthropology, or closely related field plus:
 - a. At least one (1) year of full-time professional experience or equivalent specialized training in archaeological research, administration or management;
 - b. At least four (4) months of supervised field and analytical experience in general North American archaeology; and
 - c. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archaeology shall have at least one (1) year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in historic archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the historic period.

3. **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:

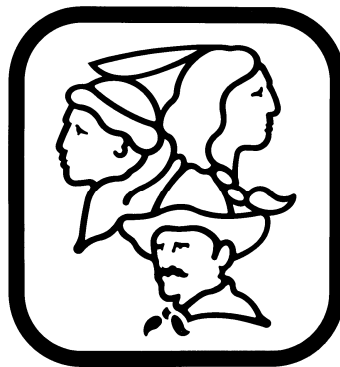
- a. At least two (2) years of full-time experience in research, writing or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum or other professional institution; or
 - b. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.
4. **Architecture** The minimum professional qualifications in architecture are a professional degree in architecture, plus at least two (2) years of full-time professional experience in architecture; or a State license to practice architecture.
5. **Historic Architecture** The minimum professional qualifications in historic architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:
- a. At least one (1) year of graduate study in architectural preservation, American architectural history, preservation planning or closely related field; or
 - b. At least one (1) 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.

CLG GRANT APPLICATION

. The grant application is also available on the website: www.historycolorado.org

**HISTORY COLORADO
(COLORADO HISTORICAL SOCIETY)**

**CERTIFIED LOCAL GOVERNMENT
GRANT APPLICATION
Fiscal Year 2012**



**Office of Archaeology and Historic Preservation
1200 Broadway
Denver, Colorado 80203**

Application Deadline: November 15, 2011

HOW TO COMPLETE THE CLG GRANT APPLICATION

Please note that cash or in-kind match is no longer required for Colorado CLG grants.

The CLG grant application form is short and concise, using the format of the Colorado Common Grant Application. A complete application will consist of a cover letter, up to two pages of narrative, a scope of work and a budget. Please submit one copy to the Office of Archaeology and Historic Preservation (OAH), Attention: Dan Corson, History Colorado (Colorado Historical Society), 1200 Broadway, Denver, CO 80203. Applications must be postmarked on or before the deadline date, or hand-delivered by 4:00 p.m. on the deadline date. Applicants with questions about CLG grant policy and procedures should contact Dan Corson, Intergovernmental Services Director at (303) 866-2673 or dan.corson@state.co.us

- A. COVER LETTER. This should be a one-page letter providing a *brief* introduction of your project.

- B. NARRATIVE. This information may be provided in any format. Some applicants may choose to provide a running narrative, while others may provide a separate answer to each individual question. There is a two-page limit.
 - 1. Applicant Information. The information should inform the grant application reviewers in a *brief* summary about a CLG's historic preservation program and any recent historic preservation projects.
 - 2. Purpose of Grant. This section should provide general information about your project. You should explain how this project furthers your community's preservation plan and goals. More detailed information regarding the way in which the project will be carried out should be included in an attachment which you prepare entitled "Exhibit 1, Scope of Work."
 - 3. Evaluation. Provide information on the results you expect to obtain, how you will know if your project has been successful, and how the results of the project will be used or shared with others.
 - 4. Other. Some technical information is requested.

- C. EXHIBITS. Exhibit 1 (Scope of Work) should be provided in outline form. Exhibit 2 (Line Item Budget) should either use the blank form provided, or use that form as a format. You may also provide photographs or other documentation necessary to adequately explain your project. Because these two exhibits may become the basis for your grant award contract, variations from this format will cause delays in processing the application. Even though match is no longer required, feel free and CHS encourages you to describe in the narrative section any community match--cash, in-kind or volunteer--to the project.

CLG GRANT APPLICATION

PLEASE DO NOT USE BINDERS OR NOTEBOOKS. ONLY ONE ORIGINAL COPY OF THE PROPOSAL IS REQUIRED.

- A. COVER LETTER. Introduce the project. One page.
- B. NARRATIVE. Up to two pages.
Include the following information:
1. Applicant Information.
 - a. Brief statement of existing preservation programs;
 - b. Brief summary of recent historic preservation projects;
 - c. Description of current preservation plan and goals;
 2. Purpose of Grant. This section should include the following:
 - a. Description of the importance of your particular project and how it fits into your local government's survey plan, preservation plan, or commission or community education plan. The types of projects eligible for CLG grants are *assumed* to be important.
 - b. Description of the goals and objectives for the purpose of the grant;
 - c. Public benefit of the project;
 - d. Timetable for implementation;
 - e. How the project furthers local, state or regional preservation plans;
 - f. Other organizations, if any, participating in the project;
 3. Evaluation. Please discuss:
 - a. Expected results;
 - b. How you would define and measure success;
 - c. How will project's results be used and/or disseminated?
 4. Other.
 - a. Briefly describe applicant's ability to meet Historic Preservation Fund requirements for management of funds under Office of Management and Budget Circular A-102. Attachment G, which are auditable in accordance with General Accounting Office Standard and periodically evaluated by the Colorado Historical Society.
 - b. Identify personnel and consultants proposed to carry out project activities. Describe professional qualifications and attach resumes or vitae. All staff or consultants who undertake grant-funded work must meet federal minimum professional qualifications (Guidelines are included in the CLG grant manual.)
- C. EXHIBITS. Please attach the following:
1. Scope of Work in outline form
 2. Line item budget (use attached form or format)

ORGANIZATION SUMMARY

CLG NAME: _____

ADDRESS: _____

EMPLOYER ID #: _____

CONTACT PERSON: _____

(Name)

(Title)

PHONE: Office _____ Fax _____ E-Mail _____

NAME AND TITLE OF CHIEF ELECTED OFFICIAL: _____

CONGRESSIONAL DISTRICT NUMBER: _____

PROJECT TYPE: National Register Nomination Education Survey and Planning

Historic Context Commission Training Other

NAME OF PROJECT: _____

BRIEF DESCRIPTION OF REQUEST: _____

AMOUNT OF REQUEST: _____

Start Date (must be on or after March 1, 2012): _____

End Date (must be on or before June 30, 2013): _____

Certification: This application is submitted to the Colorado Historical Society for funding consideration under the Certified Local Government provisions of the National Historic Preservation Act of 1966 as amended. I certify that _____ (CLG name) has an approved certification Agreement and is eligible for participation in this program. I understand and agree to sign a "Certification Regarding Debarment, Suspension and Other Responsibility Matter, Drug-Free Workplace Requirements and Lobbying" if awarded funds.

Signature of Chief Elected Official

Date

Title

SAMPLE CERTIFIED LOCAL GOVERNMENT CONTRACT AND EXHIBITS

The following pages are enclosed to familiarize you with the CLG contract into which you will enter if you are awarded a CLG grant for FY 2012. Please take the time to read through it to get an idea of what will be expected during the grant administration process.

If at any time during the application process or grant period you need additional assistance or clarification, please do not hesitate to contact Dan Corson, Intergovernmental Services Director, (303) 866-2673, dan.corson@state.co.us

STATE OF COLORADO
State Historical Society
Grant Agreement
with

(Name of CLG Local Government City or County)

State Model Date: 4/2/2009

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1. PARTIES

This Grant Agreement (hereinafter called “Grant”) is entered into by and between (Town, City or County of _____) (hereinafter called “Grantee”) which has been certified as a Certified Local Government (hereinafter called “CLG”) by the National Park Service, and the STATE OF COLORADO acting by and through the State Historical Society also known as the Colorado Historical Society (hereinafter called “CHS”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority to enter into this Grant exists in under the State Constitution article XVIII, §9(5) (b) (III), and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance there of remains available for encumbering and subsequent payment of this Agreement under Encumbrance Fund Number 100, Appropriation Account 046, and Organization HP (insert year of grant, e.g. 10). Required approvals, clearance and coordination have been accomplished from and with appropriate agencies including the National Park Service that provides funding for this Grant.

B. Bid Exemption

This Grant is exempt from the competitive bid requirements of the State’s Procurement Rules. An award of funds to complete the program or project described in **Exhibit A** has been approved by CHS.

C. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

D. Purpose

CHS is providing funds to Grantee for the latter to use for a CLG grant project as described in **Exhibit A** that has been determined by CHS to meet the criteria for CLG grant projects in Colorado.

E. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections,

exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Work described in **Exhibit B**.

B. Deliverables

A “Deliverable” means a producible item or items to be delivered to CHS which help ensure completion of the project.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and **Exhibit A**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work including Interim Status Report, Interim Financial Report, and Final Project Report); **Exhibit B** (Budget); **Exhibit C** (List of Submittals), **Exhibit D-1** (Assurances—Non-Construction Programs), and **Exhibit D-2** (Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobby);

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by CHS to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means CHS or Grantee and “Parties” means both CHS and Grantee.

I. Project

“Project” means the tasks necessary to perform the Grant requirements set forth in **Exhibit A**.

J. References

All references here in to sections (whether spelled out or using the § symbol), subsections, or to exhibits or other attachments are to those contained in or part of this Grant unless specifically otherwise denoted.

K. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibits A, B, and C**.

L. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

M. Sub-grantee

“Sub-grantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

N. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibits A, B, and C**, including the performance of the Services and delivery of the Goods.

O. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM and EARLY TERMINATION.

A. Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the later of either the Effective Date or **Month, Day, Year**. This Grant shall terminate on Month Day, Year unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

CHS, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

C. Early Termination

This Grant is subject to early termination in accordance with the general remedies provisions in §15 and as specifically provided for herein.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibits A, B, and C** on or before **Month Day, Year**. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by CHS.

C. Employees

All persons employed by Grantee or Sub-grantees shall be considered Grantee's or Sub-grantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by CHS is 0.00, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit C**. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit C**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to CHS in the form and manner set forth in approved by CHS.

ii. Interest

CHS shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted CHS. Uncontested amounts not paid by CHS within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice CHS separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

CHS is prohibited by law from making fiscal commitments beyond the term of the CHS's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, CHS's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and CHS's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, CHS may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At CHS's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended

or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B-1**. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of said Budget without approval of CHS. Adjustments in excess of 10% shall be authorized by CHS in an amendment to this Grant. CHS's total consideration shall not exceed the maximum amount shown herein.

D. Matching Funds

Any matching funds provided by Grantee are set forth in **Exhibit C**. Grantee shall have raised the full amount of matching funds prior to the Effective Date and shall report to CHS's regarding the status of such funds upon request.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by CHS's and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Grantee shall deliver interim progress reports documenting the progress of the Project to CHS during the term of this Agreement using CHS interim project status and interim financial reports forms, and Grantee shall also deliver to CHS at the end of the project a Final Project Report, all part of **Exhibit A**, pursuant to the schedule set forth in **Exhibit C**.

B. Litigation Reporting

Within 30 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify CHS of such action and deliver copies of such pleadings to CHS's principal representative as identified herein. If CHS's principal representative is not then serving, such notice and copies shall be delivered to the President of the Colorado Historical Society.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

D. SubGrants

Copies of any and all subGrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subGrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subGrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by CHS a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: **(i)** a period of three years after the date this Grant is completed or terminated, or **(ii)** final payment is made hereunder, whichever is later, or **(iii)** for such further period as may be necessary to resolve any pending matters, or **(iv)** if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit CHS, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, CHS may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit CHS, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to CHS or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions on this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

To the extent permitted by law, Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Sub-grantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the CHS's interests. Absent CHS's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to CHS hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by CHS in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantees Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee’s authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Sub-grantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the “GIA”), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee’s liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to sub-Grantees that are not "public entities".

B. Sub-Grantees

Grantee shall require each Grant with Sub-grantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Sub-grantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Grantees, products and completed operations, blanket Grantual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Sub-grantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and the State by certified mail.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Sub-grantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Sub-grantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Sub-grantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any sub-grant, Grantee and each Sub-grantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, CHS shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, CHS may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, CHS, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such

notice, and shall terminate outstanding orders and sub-Grants with third parties. However, Grantee shall complete and deliver to CHS all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of CHS, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or sub-Grants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which CHS has an interest. All materials owned by CHS in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of CHS, shall be delivered by Grantee to CHS and shall become CHS's property.

ii. Payments

CHS shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by CHS, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by CHS, Grantee also shall remain liable to CHS for any damages sustained by CHS by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating CHS's damages, until such time as the exact amount of damages due to CHS from Grantee is determined. CHS may withhold any amount that may be due to Grantee as CHS deems necessary to protect CHS, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse CHS for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by CHS in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

CHS is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, CHS, in its sole discretion, may terminate this Grant in whole or in part. Exercise by CHS of this right shall not constitute a breach of CHS's obligations hereunder. This subsection shall not apply to a termination of this Grant by CHS for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by CHS pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as

the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, CHS may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

CHS, its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with CHS's directive and CHS shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to CHS; provided, that any denial of payment shall be reasonably related to the value to CHS of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Sub-grantees whom CHS deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in CHS's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at CHS's option (a) obtain for CHS or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate

by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. CHS:

Dan W. Corson
Colorado Historical Society
1200 Broadway
Denver, CO 80203
(303) 866-2673
dan.corson@state.co.us

B. Grantee:

Name and Title of Person
City or County of
Address 1
Address 2
Town, State Zip
Email

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of CHS and, all Work Product shall be delivered to CHS by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE GRANT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CHS, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and SubGrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or sub-granted without the prior, written consent of CHS. Any attempt at assignment, transfer, or sub-granting without such consent shall be void. All assignments, sub-grants, or sub-grantees approved by Grantee or CHS are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of sub-granting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification-General

To the extent permitted by law, Grantee shall indemnify, save, and hold harmless the State of Colorado, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by both parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i.** Colorado Special Provisions,
- ii.** The provisions of the main body of this Grant,
- iii.** **Exhibit A**, Scope of Work
- iv.** **Exhibit B**, Budget
- v.** **Exhibit C**, List of Submittals
- vi.** **Exhibit D-1**, Assurances—Non-Construction Programs
- vii.** **Exhibit D-2**, Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements

and Lobby.

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by CHS if Grantee fails to perform or comply as required.

L. Taxes

CHS is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

21. FEDERAL ACKNOWLEDGEMENTS

Grantee agrees to the acknowledgement of the National Park Service funding support when describing or promoting the Project for any materials, publications, program literature, audio-visual products or related materials produced as a result of the Grant funds, appropriate acknowledgement and required Equal Employment Opportunity statement should be given as follows:

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

“This program receives 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, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240.”

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22. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Grants except where noted in italics.

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. 5. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. 7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 9. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-

grantee and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the subGrant if a Sub-grantee does not stop employing or Granting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. 12. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

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23. SIGNATURE PAGE

Grant Routing # 1072

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">GRANTEE City or County of</p> <p>By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper GOVERNOR</p> <p style="text-align: center;">History Colorado (Colorado Historical Society) Edward C. Nichols, President ort Designee</p> <hr/> <p style="text-align: right;">Date: _____</p>
	<p style="text-align: center;">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p style="text-align: right;">Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

<p style="text-align: center;">STATE CONTROLLER David J. McDermott, CPA</p> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">Susan S. Riehl, CHS, Chief Financial Officer Date: _____</p>

24. EXHIBIT A

SCOPE OF WORK

Including Standards and Specifications

Project Title _____

Project Number _____

1. **PROJECT PURPOSE:**

2. **SPECIFICATION OF WORK:**

3. **REQUIRED STANDARDS:**

:

4. **PRODUCTS:** The following products will be delivered to CHS as set forth in **EXHIBIT D. FOUR (4) ORIGINAL COPIES OF PRODUCTS (WITH THE EXCEPTION OF CULTURAL RESOURCE INVENTORY FORMS) MUST BE DELIVERED TO CHS**

a) _____

b) _____

c) _____

d) _____

*All survey projects **must include** the following required standards and required products.*

A. **REQUIRED STANDARDS FOR SURVEY PROJECTS:** The following standards are required for all survey projects:

1. Grantee agrees that all survey work shall be completed to the standards provided by the Colorado Historical Society (CHS) and detailed in the Colorado Survey Manual. Survey forms shall be provided by CHS.
2. Black and white photographs submitted shall be properly labeled in accordance with the Colorado Survey Manual.
3. Survey work shall also meet the Secretary of the Interior's Standards and

Guidelines for Identification and Evaluation published September 29, 1983 in the Federal Register.

Work not meeting the Secretary's Standards in the judgment of CHS staff shall not be reimbursed.

4. Selection of Consultants: CHS shall have the opportunity to participate in the selection of any consultants hired to conduct any portion of the above scope of work. A consultant shall meet professional qualifications described in 36 CFR 61, "Procedures for Approved State and Local Government Historic Preservation Programs, April 13, 1984," or otherwise approved by CHS. Grantee shall submit to CHS evidence of compliance with Federal competitive procurement requirements for professional services and subcontracts prior to reimbursement of costs. Grantee shall have final decision rights as to selection of the professional consultant hereunder. Prior to the start of the project, the designated CLG representative shall discuss the scope of work and reporting requirements with CHS staff.

Grantee's agreement with the consultant shall contain the following provision:

"No member, officer, or employee of the CLG grant recipient, including advisory board, review board, or commission board members shall have any interest in the agreement or the process thereof, except that such persons may provide technical consultative, or oversight assistance in a voluntary capacity (i.e., unpaid, and the time not charged to the required matching share for the HPF grant."

B. REQUIRED PRODUCTS FOR SURVEY PROJECTS: The following are required products for all survey projects:

1. Grantee shall prepare a draft and final survey report that follows the format outlined in the Colorado Survey Manual. Included in the final survey report shall be a map which clearly delineates the project boundaries. The map shall also identify individual properties or districts that appear to meet the National Register criteria. The survey report shall also include a listing of all the properties surveyed with their state identification numbers and an evaluation of their significance.
2. Grantee shall submit a USGS 7.5' quad map plus a city plat or planning map outlining the boundaries of the survey area with a key that identifies the boundaries of eligible districts, contributing and non-contributing properties and individually eligible properties. Each resource recorded during the project should be clearly identified on the map by appropriate site number.
3. Grantee shall conduct a minimum of one public meeting to describe the results of the project. Minutes of the meeting shall be submitted to the CHS.

4. Grantee shall submit all Inventory forms completed for the survey. These shall be typed with photographs placed in appropriate archival sleeves and attached to the forms.

INTERIM STATUS REPORT

CLG Name _____

Project Title _____

Project Number _____

Please check one:

- _____ Interim report # 1 (_____ to _____)
- _____ Interim report # 2 (_____ to _____)
- _____ Interim report # 3 (_____ to _____)
- _____ Interim report # 4 (_____ to _____)

Please check one:

- _____ Original projection
- _____ Amendment

Print or type legibly. Complete each section (if not applicable, answer NA).

Column A: List all project products/deliverables (refer to Attachment B, Exhibit 1 "Project Scope of Work, Standards and Specifications" of your contract).

Column B: Indicate the original projection or anticipated completion date for that particular product per the contract agreement.

Column C: Indicate with a yes/no whether or not that particular product is being submitted this quarter or what numerical amount of the product is being submitted.

Column D: Indicate the cumulative actual or percentage (%) completed at this time.

A. Products/Deliverables	B. Original Projection/Completion Date	C. Submitted this period? Yes or No	D. Cumulative actual or % completed at this time.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

COMMENTS: _____

Prepared by: Signature/Print name/Title _____ Date _____

Approved: Colorado Historical Society _____ Date _____

INTERIM FINANCIAL REPORT

CLG Name _____
 Title/Project Number _____

Project _____

(1st, 2nd, 3rd, or 4th) Financial Report covering period of _____ to _____.

NOTE: DOCUMENTATION FOR ALL EXPENSES MUST BE ATTACHED (receipts, canceled check copies, sub-contract copies, invoices, etc.).

PAYEE/DONOR NAME	PROJECT HOURS	HOURLY RATE	GRANT COSTS	MATCH (if any)	TOTAL	PROJE /DESC
Personnel:						
Subtotal						
Contractual Services:						
Subtotal						
Travel:						
Subtotal						
Materials/Supplies/Other Expenses:						
TOTALS:						
A. 1ST INTERIM REPORT TOTALS						
B. 2ND INTERIM REPORT TOTALS						
C. 3RD INTERIM REPORT TOTALS						
D. 4TH INTERIM REPORT TOTALS						
E. TOTAL PROJECT COSTS						

I certify that all information contained in this report and its accompanying documentation are true and correct; and that all professional services contracts and grant-assisted purchases of equipment and supplies were procured in accordance with the required competitive procurement procedures.

Grant Recipient (Signature/Print name, Title) _____
 Date _____

Colorado Historical Society Approval _____
 Date _____

FINAL PROJECT REPORT

CLG Name _____

Project Title _____

Project Number _____

Total Project Cost _____

Amendments with
Approved Dates _____

Major Work Items Planned: _____

Actual: _____

Budget Items	Planned	Amended	Actual
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL	_____	_____	_____

Additional Information _____

Publication Name _____
Date _____ Four copies plus PDF enclosed

CLG Representative Signature/Print Name _____ Date _____

Title _____

Approved: Colorado Historical Society _____ Date _____

25. EXHIBIT B

BUDGET

Project Title _____

Project Number _____ --- _____

CATEGORIES

1. Personnel

A) _____

B) _____

C) _____

2. Contractual

A) _____

B) _____

C) _____

3. Travel

A) _____

B) _____

C) _____

4. Materials, supplies and other expenses (identify)

A) _____

B) _____

C) _____

TOTAL _____

26. EXHIBIT C

LIST OF SUBMITTALS

Project Performance and Payment Schedule

Project Title: _____

Project Number: _____

PRODUCT	DATE DUE	CHS RESPONSE	PAYMENT DUE
----------------	-----------------	---------------------	--------------------

27. EXHIBIT D-1

ASSURANCES -- NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers,, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5C.F.R. 900, Subpart F.)
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 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; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the 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; (g) 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 the confidentiality of alcohol and drug abuse patient records; (h) 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; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (P.L. 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.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with 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 river system.
13. Will assist with the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 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.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official

Title

Applicant Organization

Date Submitted

28. EXHIBIT D-2

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 entitled, "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; use this form for certification and sign; or use Department of the Interior Form 1954 (DI-1954). 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 from covered transactions 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 statement, or receiving stolen property;
 - © 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 in unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to the 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 of 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) Notify 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 file 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 the 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, Grant, 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 IS 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, an 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 times (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 certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

