

CERTIFIED LOCAL GOVERNMENT GRANTS MANUAL



Documenting Midden Erosion, 2020. Photograph by Dr. Alice R. Kelley

FY 2022

**Development, Education, Planning, Survey National
Register Listing and Archaeology Projects**

Maine Historic Preservation Commission
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Augusta, Maine 04333-0065
207-287-2132
www.maine.gov/mhpc/grant

APPLICATIONS DUE MARCH 25, 2022

CERTIFIED LOCAL GOVERNMENT GRANTS MANUAL

Development, Education, Planning, Survey, and National Register-listing Projects.

2022 CLG GRANT PROGRAM SCHEDULE

February 21, 2022	Draft Applications due (optional)
March 25, 2022	Final applications due via email
April 22, 2022	Review of projects by Commission
May-June 2022	Contracts awarded; work begins (pending release of Federal Funds)
October 15, 2022	First Interim Report due
January 15, 2023	Second Interim Report due
April 15, 2023	Third Interim Report due
July 15, 2023	Fourth Interim Report due, if needed
September 30, 2023	All projects completed; all billing completed; all final projects received by MHPC; and all final reports received by MHPC.

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INTRODUCTION

The Maine Historic Preservation Commission is the State agency responsible for the administration of the National Historic Preservation Act of 1966. This Act authorizes the National Park Service to grant funds from the Historic Preservation Fund (HPF) to States for historic preservation. In turn, the State agency may sub-grant funds to eligible recipients in order for other agencies or institutions to conduct allowable activities on its behalf.

The purpose of this manual is to familiarize applicants with the policies and requirements of the HPF/CLG program, and to explain the application procedures for archaeological, development or pre-development projects. Grant recipients are required to be in compliance with Federal and State laws and regulations governing administration. Minimum grant awards are normally \$5,000.

This manual pertains only to the FY 2022 grant funds available for Certified Local Government projects.

Applications must be postmarked by March 25, 2022. All applications to be submitted via email.



Colonial Theater, Augusta, June 2020. Photograph by Gary Peachey

CHAPTER 1: DEFINITIONS

Certified Local Government (CLG). "Certified Local Government (CLG)" shall mean a local government whose local historic preservation program has been certified pursuant to Section 101(c) of the National Historic Preservation Act of 1966.

Commission. "Commission" shall mean the Maine Historic Preservation Commission.

Director. "Director" shall mean the Director of the Maine Historic Preservation Commission.

Governmental Agencies. "Governmental agencies" shall mean agencies of State government, counties and other political subdivisions of the state.

Grantee. "Grantee" refers to those who are the recipients of the grant funds.

Historic Preservation Fund (HPF). "Historic Preservation Fund (HPF)" shall mean the source from which federal monies are appropriated to fund the program of matching grants-in-aid to the States (and other authorized grant recipients) for carrying out the Purpose of the National Historic Preservation Act of 1966, as authorized by Section 108 of the Act.

Historic Property(ies). "Historic Property(ies)" shall mean any prehistoric or historic district, site, building, structure or object included in the National Register of Historic Places, including artifacts, records, and material remains related to such a property or resource

National Register of Historic Places. The National Register of Historic Places is the official list of the Nation's cultural resources worthy of preservation. Authorized under the National Historic Preservation Act of 1966, the National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect out historic and archeological resources. The Register is administered by the National Park Service under the Secretary of the Interior.

Non-profit Organizations. "Non-profit organizations" shall mean organizations granted tax-exempt status by the Internal Revenue Service.

Preservation. "Preservation" as defined by the *Secretary of the Interior's Standards* is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property.

Preservation Agreement. A Preservation Agreement is a legal document executed between the State and the property owner in which the property owner of record encumbers the title of the property with a covenant running with the land, in favor of and legally enforceable by the State. The property owner of record (and, if applicable, the holder of the mortgage) must be the executors of the preservation agreement whether or not the owner is the recipient of the grant award.

Register. "Register" shall mean the National Register of Historic Places.

Restoration. "Restoration" as defined by the *Secretary of the Interior's Standards* is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

Secretary of the Interior's Standards. "Secretary of the Interior's Standards" shall mean *The Secretary of the Interior's Standards for the Treatment of Historic Properties* 1995, 36 CFR Part 68, or the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, 1983, 48 CFR 44716 and the specific standards and guidelines for Preservation Planning, Identification, Evaluation, Registration, and Documentation (historical, architectural and engineering, archaeological) that it encompasses.

State Historic Preservation Office (SHPO). The Maine Historic Preservation Commission is the State Historic Preservation Office for Maine.

Stewardship Agreement. A Stewardship Agreement is a legal document executed between the State and the private property owner. The agreement is a personal contract enforceable in a court of law that binds the owner of a property to assume responsibility for maintenance of the property for a period of time relative to the amount of grant assistance provided. This agreement is not recorded with the deed and therefore is not enforceable on future owners.

Chapter 2. SHPO FUNDING PRIORITIES

Applications for projects that meet one or more of the SHPO Funding Priorities will receive higher scores.

Education

- A. Explore opportunities for additional statewide convenings, workshops and outreach.
- B. Increase the amount and availability of preservation related educational programming and publications in a variety of content and formats.
- C. Partner with local educators to develop place-based or heritage curricula that also meets required educational standards.
- D. Continue to explore the establishment of historic building trades training at the high school or community college levels or through continuing education programs.
- E. Align inventory, documentation, and designation data with public programming to increase participation and appreciation for both programs and historic places.
- F. Strengthen the network of local preservation commissions statewide by sponsoring joint training opportunities and information sharing.
- G. Utilize social media and other outlets to reach those with an interest in preservation statewide.
- H. Lessen common misconceptions about preservation through more user-friendly and responsive outreach, publications, and programming.
- I. Expand discussions about the importance of a historic property to include everyone's history and experiences with the property through time

Survey Identification / National Register

- A. Conduct new resource surveys and update existing surveys revisiting survey methods and updating guidance as needed.
- B. Explore the applicability of new or additional mapping and documentation technologies to identify resources more accurately and efficiently, and to increase public access to records, while also protecting sensitive location and resource information.
- C. Continue efforts to revise older National Register nominations, increasing their usefulness as planning tools
- D. Broaden the perspectives and property types represented in the Maine Historic Resources Inventory and in the National Register of Historic Places listings to ensure that the programs illustrate everyone's past in Maine
- E. Focus funding and outreach on less-commonly represented locations and on properties that illustrate underrepresented or less understood themes in Maine's past.
- F. Continue to improve public access to National Register nominations, surveys, and research collections and develop access to municipal, county, or regional designation and research programs.
- G. Couple inventory and identification activities with vulnerability assessments and resilience and adaptation planning.
- H. Explore methods to speed up inventorying at-risk resources, using tools such as LIDAR, GPS, 3D scans, citizen science efforts and alternative survey methods.

Development/Predevelopment

- A. Provide funding for development and pre-development restoration and preservation projects throughout the state.
- B. Provide greater protections for particularly vulnerable resources, including archaeological sites and maritime properties.

Planning

- A. Encourage and support preservation efforts in rural and smaller communities that have not yet taken advantage of preservation programs and services.
- B. Support the preservation efforts of non-profit organizations, Certified Local Governments, municipalities, state agencies and individuals.
- C. Support preservation planning projects at all levels
- D. Focus programming and information sharing on topics such as laws and regulations protecting Maine's historic and archaeological resources; the irreplaceable nature of Maine's culturally significant properties and the laws and regulations protecting them, and; municipal preservation tools and effective processes for adopting and implementing them.
- E. Assess the effects of extreme weather events and what types of adaptation measures are appropriate for historic properties.
- F. Work with planning professionals, government offices, and environmental and land trust groups to ensure historic resources are visible and included in all planning projects.

Chapter 3. ELIGIBLE APPLICANTS and PROJECTS

APPLICANTS: Municipalities that have attained the designation of Certified Local Government by the Department of the Interior are eligible to apply for the minimum ten percent of Maine's annual HPF apportionment which is reserved exclusively for these communities. Municipalities may apply on behalf of nonprofit organizations within their community. For more information, see Appendix E: Certified Local Government Information Sheet.

PROJECTS:

A. Survey and Planning

Survey projects directly pertinent to the location, identification, documentation, and evaluation of historic or archaeological resources.

Planning projects include the development of or providing support for the development of planning studies and historic contexts, as well as ordinances, regulations and guidelines that support local plan goals.

B. Public Education

Public Education projects include, but are not limited to:

1. Activities to increase overall public awareness of technical preservation methods and techniques having application to historic properties
2. Dissemination of information to promote working relationships with the public and private sectors to achieve CLG objectives;
3. Explanation of historic preservation planning and/or the goals of the State Plan to State and local governments and to public or private audiences throughout the State; and
4. Dissemination of the results of grant-funded work, including explanation of accomplishments, problems, and issues directly related to grant-assisted activities to the State preservation constituency.

Examples: window restoration workshop; brochures or publication explaining local historic districts; creation of a website highlighting local historic properties or advancing preservation planning.

C. National Register Listing

National Register Listing projects are those that lead to the preparation of nominations to the National Register of Historic Places.

D. Development (Including Archaeology and Pre-development)

Development projects involve pre-development and development activities for the restoration or preservation of buildings, structures and sites that are presently listed in the Register. Projects involving properties determined eligible for the Register but not yet listed are not allowable development projects.

1. Predevelopment

Predevelopment is the historical, architectural, and/or archaeological research necessary to properly and adequately document the historic significance and the existing physical condition of the materials and features of a property or site. Predevelopment must be performed prior to the commencement of development work. Predevelopment work includes Historic Structure Reports, Architectural or Engineering Plans and Specifications, Archaeological stabilization plans.

2. Development

Buildings, structures, sites and objects listed in the National register deteriorate over time; therefore, these properties require periodic work to preserve and protect their historic significance and integrity. The Secretary of the Interior’s Standards for the Treatment of Historic Properties (Appendix C) define appropriate treatments for historic properties. Development projects must have already completed predevelopment work.

3. Archaeological Site Protection and Stabilization

The protection and stabilization of an archaeological site listed in the National Register, either individually or as a contributing element to a National Register property, is an eligible Development grant activity.

4. Archaeological Testing or Excavation.

These are projects needed to carry out a treatment project or to mitigate the effects of treatment work, provided that the scope of the investigation is limited to the area affected, and the National Register eligibility of the CLG grant-assisted site is not destroyed. The

archeological resources may be the primary focus for the development project or they may be one component of a development project that focuses on a building, structure, or landscape.



Tombstone of Mary Young. Rendezvous Point Burying Ground National Register of Historic Places nomination form, 2021. Photograph by Erin Ware.

Chapter 4. APPLICATION PROCESS

Applications will be submitted electronically via Dropbox. To submit the application send an email to Christi.chapman-mitchell@maine.gov with the subject line "CLG Grant Application Submission". You will then receive an email with detailed instructions for uploading the complete application into a Dropbox folder.

Draft Review

Applicants are encouraged to take advantage of an optional review of draft applications. Commission staff will review all draft submissions for technical completeness and compliance with SOIS and will notify applicants of any errors and/or omissions. The last day to submit an application for draft review is February 21st, 2022.

Application Submission: March 25, 2022.

Completeness. All applications will be reviewed for completeness. Incomplete applications will not be considered for funding.

Compliance. All grant applications will be reviewed for compliance with Federal regulations.

1. Federal Review: Section 106

Grant applications will be reviewed for compliance with Section 106 of the National Historic Preservation Act (54 U.S.C.306108) which requires Federal agencies to consider effects to historic properties. Projects that are determined to have an "adverse effect" will not be considered for grant funding. The consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 must be completed prior to the commencement of all grant-assisted construction or ground disturbance on a property.

2. Federal Review: Section 110(f)

Grant applications for projects involving a National Historic Landmark (NHL) will be sent to the National Park Service for compliance with Section 110(f) of the National Historic Preservation Act (54 U.S.C.306107) which requires Federal agencies to protect NHLs from harm. Projects that are determined to have an "adverse effect" will not be considered for grant funding. The consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 must be completed prior to the commencement of all grant-assisted construction or ground disturbance on a property.

3. Compliance with NEPA

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended, to determine if the grant projects will have a significant impact on the environment. The Commission will review the applicant-completed NPS Environmental Screening Worksheet, attach the Section 106 findings and forward to the NPS to determine if a Categorical Exclusion found in NPS Director's Order 12 can be utilized.

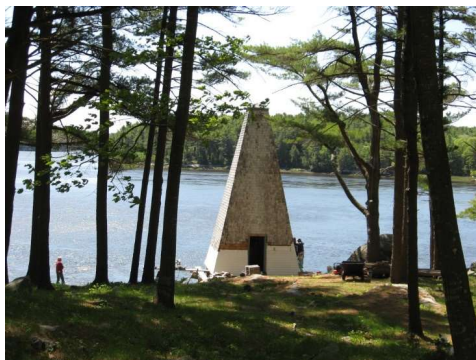
Chapter 5. SELECTION PROCESS

The Commission annually seeks to undertake a range of project types through applications that variously address pre-historic archaeological sites, historic archaeological sites, above-ground buildings, structures, and objects, or any combination thereof.

Incomplete applications that have been received by the Commission prior to the application submission deadline may be corrected and re-submitted if time permits before the deadline. Once the applications have been received by the administrative staff, they are passed on to the relevant program specialists for review and scoring. Applications for projects which are cross-disciplinary are rated jointly by appropriate program specialists.

After all applications have been scored, they are ranked by Commission staff who then make recommendations for grant awards.

The final selections of grant awards are reviewed by the entire Commission at a quarterly Review Board Meeting and they then vote whether or not to accept the recommendations and award the grant.



Fiddler's Reach Fog Bell Tower, Arrowsic, 2009, MHPC

Chapter 6. SELECTION CRITERIA

Applications will be reviewed by the Commission and ranked for funding in accordance with the following criteria.

A. Survey, Planning, Public Education and National Register Listing Projects

1. Focus

The project focus should identify the target audience or target property and describe why the project is necessary. Points will be awarded based on 1. how well defined and thought out the project is and 2. how closely it reflects SHPO funding priorities. 1-10 points

2. Methodology.

Applicants will outline the project methodology that will be used to address the project focus and result in the products outlined above. Points will be awarded based on 1. how fully the methodology has been developed, and 2. the extent to which the Secretary of the Interior's Standards have been identified and will be met. Reference should be made to the appropriate Standards (Planning, Identification, Evaluation, Registration) as set forth in The Secretary of the Interior's Standards for Archaeology and Historic Preservation. 1-15 points.

3. Products

The project product should be clearly identified (.e. preservation plan" or "repaired siding" or "archaeological survey report") and discuss how the products will be accessible to the public. 1-5 points.

4. Public Benefit.

Applicants should include a statement about the nature and extent of the public benefit that a grant would make possible. 1-5 points.

5. Continuing Project.

The Commission will sometimes award partial funding for a project, if a scaled-down focus or products will lead to useful results, or if a project lends itself to a phased, multi-year approach. Some projects might be phased due to the applicant's or the Commission's fiscal constraints, availability of personnel, or other legitimate reasons. Subsequent phases will score additional points, since the Commission's goal is to see projects to their successful conclusion. 0-1 point.

6. Ability of Applicant to Complete Project.

The proposed schedule of work will be used to assess the ability of the applicant to complete the project by the contract deadline. 0-2 points.

7. Availability of Adequate Match.

Projects for which all necessary match has been secured will be ranked higher than those for which fundraising is ongoing or has not started. 0-2 points.

8. Budget

Applicants will describe what steps they have taken to determine the project budget and ensure its accuracy. Applicants who can demonstrate they have followed the steps recommended in Chapter 8, as applicable, will score higher than those who have not. See Chapter 8 for more information. 1-5 points.

9. Administrative Capability.

Applications are rated on the basis of the applicant's record of past accountability in administering Commission and/or other State or Federal grants. Applicants with no such record will be assumed to not have administrative capability. 0-5 points.

10. Geographic distribution of applications may be considered. No points.

B. Development, Pre-development and Archaeological Stabilization Projects (National Register listed properties only).

1. Historic Significance.

The level of Register significance of the historic property or archaeological site, (local, state, national, or National Historic Landmark) will determine the number of points it receives for this criteria. 1-4 points.

2. Focus

The project focus should identify the target audience or target property and describe why the project is necessary. Points will be awarded based on 1. how well defined and thought out the project is and 2. how closely it reflects SHPO funding priorities. 1-10 points

3. Methodology.

Applicants will outline the project methodology that will be used to address the project focus and result in the products outlined above. Points will be awarded based on 1. how fully the methodology has been developed, and 2. the extent to which the Secretary of the Interior's Standards have been identified and will be met. Reference should be made to the appropriate Standards (Planning, Identification, Evaluation, Registration) as set forth in The Secretary of the Interior's Standards for Archaeology and Historic Preservation. 1-15 points.

4. Products

The project product should be clearly identified (e. preservation plan” or “repaired siding” or “archaeological survey report”) and discuss how the products will be accessible to the public. 1-5 points.

5. Public Benefit.

Applicants should include a statement about the nature and extent of the public benefit that a grant would make possible. 1-5 points.

6. Continuing Project.

The Commission will sometimes award partial funding for a project, if a scaled-down focus or products will lead to useful results, or if a project lends itself to a phased, multi-year approach. Some projects might be phased due to the applicant’s or the Commission’s fiscal constraints, availability of personnel, or other legitimate reasons. Subsequent phases will score additional points, since the Commission’s goal is to see projects to their successful conclusion. 0-1 point.

7. Ability of Applicant to Complete Project.

The proposed schedule of work will be used to assess the ability of the applicant to complete the project by the contract deadline. 0-2 points.

8. Availability of Adequate Match.

Projects for which all necessary match has been secured will be ranked higher than those for which fundraising is ongoing or has not started. 0-2 points.

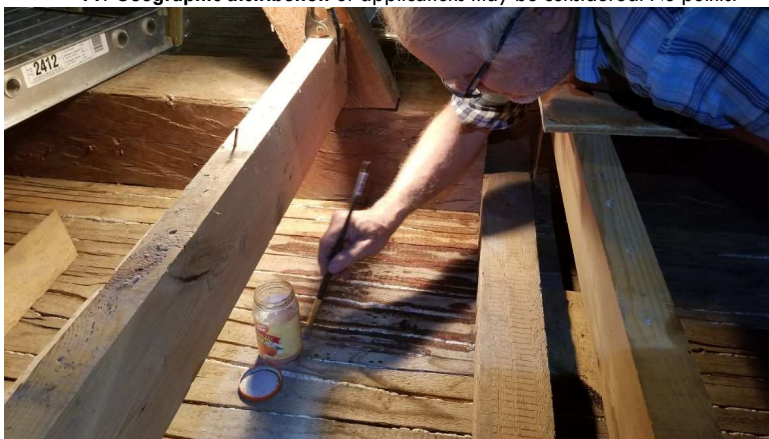
9. Budget

Applicants will describe what steps they have taken to determine the project budget and ensure its accuracy. Applicants who can demonstrate they have followed the steps recommended in Chapter 8, as applicable, will score higher than those who have not. See Chapter 8 for more information. 1-5 points.

10. Administrative Capability.

Applications are rated on the basis of the applicant’s record of past accountability in administering Commission and/or other State or Federal grants. Applicants with no such record will be assumed to not have administrative capability. 0-5 points.

11. Geographic distribution of applications may be considered. No points.



Trompe l'oeil ceiling repair, Union Meeting House, Readfield, 2020

Chapter 7. PROGRAM REQUIREMENTS

Contract

1. A successful grant recipient shall enter into an CLG Contract that shall include the amount of the grant award, the project schedule, the scope of work for the project, a total project budget and general requirements of the grant award.
2. A copy of the Contract with original signatures from the Commission and the grant recipient must be received by the Commission and approved by the State of Maine **before** any work can begin on the project.
3. This contract shall substantially conform to the sample CLG Contract in Appendix B.

Environmental Screening Worksheet.

Applicants for development, including pre-development and archaeology must complete the *environmental screening worksheet* and the *categorical exclusion form* attached to the application. Archaeological surveys involving only surface collection or small-scale test excavations are excluded from this requirement.

Federal and State Laws and Regulations

Historic Preservation Fund program funds are subject to the provisions of the National Historic Preservation Act of 1966, as well as other Federal, State and local laws and regulations. See the sample contract in Appendix A for more information.

Final Report

All Grantees must complete a final project report at the conclusion of the project, in addition to any technical report which may be a grant product, before final reimbursement. The products and reporting requirements are specified in Appendix F and in Grant Agreement.

Grant Orientation Meeting

All grant recipients (consisting of the local project manager and the grant recipient's fiscal officer) shall schedule and participate in a grant orientation meeting with the Grant Manager upon receipt of a formal grant notification award letter from the Commission. The purpose of the orientation meeting is to confirm the budget and the timetable for completion, and discuss procurement requirements and reimbursement procedures.

Interim Reporting

As stipulated in the project contract, interim reports are required of all CLG projects, even if no work has been done or costs incurred by the interim report due date. The schedule of due dates for Interim Reports may be found in the project contract under the Scope of Work. Interim reporting forms will be provided to grant recipients for their use.

Maine Human Rights Act of 1972 (5 M.R.S.A § 4551, et.seq.) prohibits discrimination on the grounds of religion or gender. Any person who believes he or she has been discriminated against on these or the above grounds in any program, activity, or facility operated by a recipient of Federal or State assistance should write to: Maine Human Rights Commission, State House Station 51, Augusta, Maine 04333-0051.

Method of Payment

All grant funds are paid on a reimbursement basis only. Documentation of all expenditures (CLG, State, and local matching share) must be submitted to and audited by the Commission. Separate reports must be filed for costs within each Federal or State fiscal year. All expenses must be

documented with copies of bills and photocopies of both sides of canceled checks. All matching share must also be documented. Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Commission pre-approved rate and total dollar value of the donated or in-kind time. The dollar value of donated equipment and donated space must also be documented for approval as match. Reimbursement may be made in installments, although a percentage will be withheld for final payment pending approval of the project products by the Commission.

For development projects a final project report is required in addition to any technical report which may be a grant product before final reimbursement. The product and reporting requirements are specified in the attachments to the project contract.

Photographs

Photographs may be required at three stages in the application/grant project:

1. Application photographs. Photographs of the subject property showing the location(s) of the proposed project work. These photographs can be taken by the applicant.
2. Documentation photographs for Stewardship and Preservation Agreements (development projects only). Photographs will be taken of the property's existing character defining features and condition at the conclusion of the project. This shall include the interior as well as grounds and significant landscape features if present. Grant recipients should consult with Commission staff in advance about the subject and quantity of the required documentation. Photographs will follow the size requirements, naming conventions and size specifications in the Attachment to Rider D of the contract entitled "Digital Product Submission Guidelines."
3. Project photography (development projects only). These photographs can be taken by the applicant. Photographs will follow the size requirements, naming conventions and size specifications in Appendix E Digital Product Submission Guidelines.
 - At least one (1) photograph of the condition of each work category prior to grant funded work.
 - At least one (1) photograph of work in progress for each work category.
 - At least one (1) photograph of work completed for each work category.
 - At least three (3) views of the overall building.

BE SURE TO PLAN FOR PHOTOGRAPHIC DOCUMENTATION IN THE BUDGET.

Procurement Actions

Procurement of goods and services must be conducted in a manner that provides for maximum open and free competition in compliance with program requirements, including OMB Circular A-102 (43 CFR 12). Under State of Maine law, procurements of goods and services exceeding a \$5,000.00 unit price are subject to the solicitation of bids from at least three different sources. For procurements with a lower unit price, small purchase procedures apply. However, in all cases procurements are subject to Commission approval before they are made.

Project Budget

The grant recipient must notify the Commission in writing of any major changes in the budget prior to implementing the change. As a guideline, any increase or decrease of a budget item by more than five percent is a major change. Grant recipients are requested to notify the Commission of under-expenditure of the CLG/State share at the earliest possible date, so that if possible the Commission can re-allocate the excess funds to another activity.

Project Extensions

No project extensions beyond September 30, 2023 will be given.

Project Period

Project costs must be incurred between the date by which the contract is executed (signed, dated, and notarized by both the Commission and the grant recipient) and the project end-date as stipulated by the contract. Costs incurred prior to the execution of the project contract or following the end-date are not allowable project costs and will not be used as part of the CLG/State matching share.

Project Scope

The scope of the project work is stipulated in the contract. Prior to implementing any change, the grant recipient must notify the Commission in writing when such changes to the scope of work are necessary. Some changes may be minor in nature and will be allowable by written permission of the Commission; most changes will require a contract amendment. In some cases, Federal approval of scope changes will be required, and obtaining this approval will cause delays. So that funding is not jeopardized, the grant recipient shall notify the Commission of requested changes immediately.

Project Sign

The Grantee must erect and maintain a project sign at the project site. This sign must: be of reasonable and adequate design and construction to withstand weather exposure; be of a size that can be easily read from the public right-of-way; and be maintained in place throughout the project term as stipulated in this Grant Agreement. At a minimum, the sign must contain the following statement: "Construction of the [name of property] is being supported in part by a grant administered by the National Park Service, Department of the Interior." Additional information briefly identifying the historical significance of the property, or recognizing other contributors is encouraged and permissible. Photographs of the sign must be submitted to the Commission at the start of the construction process. The cost of fabricating and erecting this sign is an eligible cost for this grant.

Project Work for Development Projects

1. All project work shall be accomplished by persons licensed in the State of Maine to practice their profession or trade.
2. Plans and specifications must be developed by a licensed architect or engineer prior to preservation or restoration work.
3. A final report of the project, including photography, shall be submitted to the Director upon completion of the project. See Appendix F for Final Report Format.
4. Project work shall conform to *The Secretary of the Interior's Standards*.

Religious Properties

Religious institutions may participate in the CLG grant fund program consistent with the National Historic Preservation Act Section 101(e)(4)(16 U.S.C. §470a(e)(4)), which authorizes certain grants for religious properties listed in the National Register of Historic Places. Religious properties listed in the National Register are eligible to participate in this grant assistance program because the federal government has a strong interest in preserving all sites of historic significance regardless of their religious or secular character; because eligibility for this program extends to a broad class of beneficiaries defined without reference to religion; and because the criteria for funding must be applied neutrally. These elements show that this grant program is aimed solely at preserving historic structures and does not constitute an endorsement of religion by the government.

Stewardship Agreements and Preservation Agreements for Development Projects

1. A successful grant recipient shall enter into a Stewardship Agreement or a Preservation Agreement to guarantee maintenance of the building or structure and public benefit requirements. Requirements will vary, depending on the nature of the work to be accomplished with grant monies. Duration of the Agreement for each building or structure will be determined by the amount of the grant award, as follows:
 - a) Grant assistance from \$1 to \$10,000: 5-year Stewardship Agreement;
 - b) Grant assistance from \$10,001 to \$25,000: 10-year Preservation Agreement;
 - c) Grant assistance from \$25,001 to \$50,000: 15-year Preservation Agreement;
 - d) Grant assistance from \$50,001 to \$100,000: 20-year Preservation Agreement;
 - e) Grant assistance from \$100,001 and above: 30-year Preservation Agreement.
2. This agreement shall substantially conform to the sample Stewardship Agreement in Appendix H or the sample Preservation Agreement in Appendix I.
3. Preservation Agreements must be recorded at the appropriate Registry of Deeds.

Chapter 8. BUDGETS

Advance planning that yields accurate estimates and reliable budgets produce successful projects. This is especially true for development projects – “bricks and mortar projects”- where the costs of services and materials can fluctuate greatly between contractors and suppliers. Applicants should take the following recommended steps in order to generate a budget for the project. (Not all steps will be applicable to every project.)

- A. Make sure background documentation, including Historic Structure Reports or Building Condition Surveys, is up to date.
- B. Have a final set of drawings, plans and specifications for the project.
- C. Consult with the Commission in advance to ensure that the drawings, plans and specifications for the project meet the Secretary of the Interior’s Standards.
- D. Make background documentation and drawings, plans and specifications available for review when soliciting estimates. Provide an opportunity for on-site walkthrough.
- E. Solicit estimates from as many qualified providers as possible before completing the project budget in the application. Submit all estimates with the application. Remember, consultants and contractors cannot be hired until after a signed and approved grant award contract has been executed with the Commission.
- F. Carefully calculate labor costs. Any minimum wage labor (paid or donated) must be calculated at the Executive Order minimum wage rate, or at the state minimum wage rate, whichever is higher. The 2022 Executive Order minimum wage is \$11.25 per hour. Consult <https://www.dol.gov/agencies/whd/government-contracts/minimum-wage> to see if this rate will change during the course of the project.
- G. Be certain to include donated time or services as costs.
- H. Have a process in place to track costs and payments and a person responsible for this process so that any changes to the budget can be identified as early as possible.

Chapter 9. FUNDING REQUIREMENTS

Projects will normally be funded on a 60 percent CLG, 40 percent non-Federal basis. Minimum grant awards for projects will normally be \$5,000.00, and eligible match will be cash only unless approved otherwise by the Commission. For all other project types, eligible matching share can be cash (preferable, but not required), donated labor (volunteers), and in-kind services. In some cases, donated equipment or donated space, if a significant and essential component of the project, may be used as matching share. All CLG match must be from non-Federal sources, except for Community Development Block Grants. Expenditures will be reimbursed only if they are part of the contracted budget and: a) are in payment of an obligation incurred during the grant period; b) are necessary for the accomplishment of approved project objectives; c) conform to appropriate Federal cost principals (OMB Circulars A-87 and A-122) and State requirements; and d) are approved in advance by the Commission and the Department of the Interior as necessary.

A. Allowable Costs.

This list of allowable costs is excerpted from the Historic Preservation Fund Grants Manual, Chapter 13 Standards for Allowability of Costs available at https://www.nps.gov/preservation-grants/HPF_Manual.pdf.

1. Accounting Costs.

The cost of establishing and maintaining accounting and other fiscal information systems is allowable.

2. Advertising and Public Relations Costs.

Advertising media include newspapers, magazines, radio and television programs, direct mail, exhibits, and the like. Historic Preservation Fund Grants Manual Chapter A. Allowable advertising costs are those which are solely for: recruitment of personnel necessary for the grant program; the procurement of goods and services required for the performance of the CLG grant agreement; and notices required by Federal or State regulations pertaining to the CLG program.

Public Relations costs are allowable when: (1) specifically required by the Federal award and then only as a direct cost; (2) incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Federal award and then only as a direct cost; or (3) necessary to conduct general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc. (Also see Public Information Costs, Section B.36, below.)

3. Automatic Electronic Data Processing.

The cost of data processing services is allowable (also see Section B.17, regarding Equipment).

4. Communications.

Communication costs incurred for telephone calls or service, mail, messenger, and similar communication expenses necessary for and directly related to CLG grant program operations are allowable.

5. Compensation for Personal Services (including Fringe Benefits).

a) General. For State and local governments, compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of

performance under the grant agreement, including but not necessarily limited to wages, salaries and fringe benefits. Such compensation is allowable to the extent that it satisfies the specific requirements of the OMB Cost Principles and that the total compensation for individual employees:

- I. Is reasonable for the services rendered, and conforms to the established policy of the governmental unit consistently applied to both Federal and nonfederal activities;
- II. Follows an appointment made in accordance with State, local, or Indian tribal government laws and rules and which meets other requirements required by Federal law, where applicable.

See HPF Grants Manual Chapter 13, pages 13-3 to 13-7 for complete discussion of Compensation and Personal Services costs.

6. Development Costs.

Development costs incurred by subgrant, contract or force account as follows are allowable when such work complies with the Secretary of the Interior's Standards for the Treatment of Historic Properties and with the provisions of Section K of Chapter 6 of the Historic Preservation Fund Grants Manual:

- I. Costs of exterior work, structural work, and necessary improvements in wiring, plumbing, and other utilities;
- II. Costs of interior restoration if the public is to have access to the interior in accordance with public benefit policies.

7. Equipment and Other Capital Expenditures.

Any article of nonexpendable tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or less is defined as supplies, and is allowable as a direct cost, without specific prior NPS approval, if necessary for the performance of the CLG grant. (See Section C.2 of this Chapter for prior approval of items costing more than \$5,000.) When replacing equipment purchased with Federal funds, the grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement equipment. Capital expenditures which are not charged directly to a Federal award may be recovered through use allowances, or depreciation (see Section B.13).

8. Exhibits.

Costs of temporary exhibits relating specifically to CLG grant assisted program operations, accomplishments, or results are allowable. (See Section D.29 for unallowable exhibition costs.)

9. General Conditions for Construction Contracts.

This term, used in construction cost estimates, bids, and construction administration documents, refers to provisions by the general contractor of miscellaneous requirements to other contractors and subcontractors, thereby eliminating the duplication and expense of each trade providing its own temporary facilities. General conditions including, but not limited to, temporary heat, power, lighting, water, sanitary facilities, scaffolding, elevators, walkways and railings, construction office space and storage, as well as cleanup, security, and required insurance, permits, and surety bonds, are allowable when identified as a line item in the project application. (See Section D.9. for contingency costs, and D.22 for insurance costs, which are unallowable.)

10. Indirect Costs.

Indirect costs are allowable only in accordance with the applicable indirect cost principles and when based on a current approved or provisional rate awarded by the cognizant Federal agency. (See Chapter 12; also see Section D.21 of Chapter 13.)

11. Insurance and Indemnification.

Costs of hazard and liability insurance to cover personnel or property directly connected with the CLG-assisted program or project site required or approved and maintained pursuant to the grant agreement are allowable during the grant period. Costs of other insurance in connection with the general conduct of activities are allowable if maintained in accordance with sound business practice, except that the types and extent and cost of coverage or of contributions to any reserve covering the risk of loss of, or damage to, Federal Government property are unallowable except to the extent that the NPS has specifically required or approved such costs. (See OMB Circular A-87, Item B.25, for the allowability of self-insurance reserves.) For nonprofit grantees, see OMB Circular A-122, Item 18. (Also see Section D.22 for certain unallowable insurance costs.)

12. Interpretive Signs.

The costs of purchasing and installing (but not maintaining) a minimum number of interpretive or informational markers or signs at grant-assisted historic buildings and structures and archeological sites are allowable. (See Section D.24, below.)

13. Landscaping.

Costs of landscaping are allowable as follows:

- a) Restoration, rehabilitation, stabilization, or protection of a well-documented historic landscape listed in the National Register of Historic Places either individually, or as a contributing element to a National Register property;
- b) Grading for purposes of drainage, building or site safety, and protection of a National Register listed property;
- c) Improvements necessary to facilitate access for the disabled to a National Register listed property; or
- d) Revegetation to stabilize and protect an archeological site or other National Register property.

(Note: Non-historic features such as parking lots, street paving, street lamps, and benches are not eligible for CLG grant assistance.)

14. Materials and Supplies.

The cost of materials and supplies necessary to carry out the CLG grant program is allowable. Purchases made specifically for the grant program should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received. Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing, consistently applied. Incoming transportation charges are a proper part of materials and supplies costs.

15. Page Charges in Scientific or Professional Journals.

Page charges for scientific or professional publications are allowable as a necessary part of grant cost where: the papers report work supported by the CLG grant and acknowledge the grant; the charges are levied impartially on all papers published by the journal, whether by non-government or by Government authors; and there will be a significant and direct benefit to the achievement of CLG grant program objectives.

16. Plans and Specifications.

Costs of architectural plans and specifications, shop drawings, and/or other materials required to document and plan development project work according to the Secretary's Standards for the Treatment of Historic Properties are allowable.

17. Professional and Consultant Service Costs.

- a) Costs of professional and consultant services rendered by persons or organizations that are members of a particular profession or possess a special skill, whether or not officers or employees of the grantee, are allowable, subject to the provisions of Chapter 5 of the Historic Preservation Fund Grants Manual and subject to the subsections below, when reasonable in relation to the services rendered, and when not contingent upon recovery of the costs from the Government (i.e., contingent fees are prohibited).
- b) Factors to be considered in determining the allowability of costs in a particular case include: 1) the nature and scope of the service rendered in relation to the service required; 2) the necessity of contracting for the service, considering the grantee organization's capability in a particular area; 3) the impact of CLG grants on the grantee organization; (4) the qualifications of the individual or concern rendering the service and the customary fees charged, especially on non-government contracts and grants; and 5) the adequacy of the contractual agreement for the service (i.e., description of the service and products to be provided, estimate of time required, rate of compensation, and termination provisions).
- c) Retainer fees supported by evidence of bona fide services available or rendered are allowable.
- d) c. Costs of legal, accounting, and consulting services, and related costs incurred in the prosecution of claims against the Government are unallowable. (See Section D.33.)
- e) d. Written agreements shall be executed between the parties which detail the responsibilities, standards, and fees.

18. Compensation for Consultants.

No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with CLG funds, or when such services are contributed as nonfederal share. This rate shall not exceed the maximum daily rate of compensation in the Federal Civil Service equal to 120 percent of a GS-15, step 10 salary (as of January 2022 this rate is \$101.37/hour). When consultant services rates exceed this rate, only the amount up to that rate can be charged to the CLG grant, or be claimed as nonfederal matching share costs. Where consultants are hired at salaries above that rate, the excess costs must be paid outside the historic preservation grant (and nonfederal share). The Federal Civil Service Rate for Maine is at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2022/BOS_h.pdf.

For nonprofit grantees, also see OMB Circular A-122, Item 37.

19. Public Information Services Costs.

Public information services costs include the costs associated with newsletters, pamphlets, news releases, films, videotapes, and other forms of historic preservation related information services.

- a) Allowable costs are those normally incurred to: 1) inform or instruct individuals, groups, or the general public about specific historic preservation activities, accomplishments, and issues that result from performance of the CLG grant; 2) interest individuals and organizations in participating in CLG grant supported programs of the grantee and the achievement of NPS approved work program objectives; 3) provide necessary stewardship reports to State and local government agencies, contributing organizations, and the like; or to 4) disseminate the results of grantee sponsored activities to preservation professionals, interested organizations, and the general public.
- b) Within the foregoing parameters, public information services which (1) are not directly related to historic preservation or NPS approved activities, or (2) are costs related to fundraising

appeals are unallowable. Public information costs are allowable as direct costs only. For nonprofit organizations, see OMB Circular A-122, Item 37.

20. Publication and Printing Costs.

Costs of printing and reproduction services necessary for grant administration, including but not limited to forms, manuals, the State Comprehensive Historic Preservation Plan, annual subgrant application instructions, and informational literature, are allowable. Publication costs of reports or other media relating to CLG grant program accomplishments or results are allowable when necessary to comply with grant supported program or project requirements, such as Final Project reports, publications undertaken at the written direction of NPS, as well as other publications necessary for grant assisted program administration. See Chapter 3, Section D.3. In addition, for nonprofit organizations, see OMB Circular A-122, Item 38.

21. Rental Costs.

Rental of office space is allowable, subject to the provisions of Chapter 12, Section C, and OMB Circular A-87, Item B.38. The cost of office space in privately or publicly owned buildings used for the benefit of the grant program is allowable subject to the following conditions: (1) the total cost of space, in a privately or publicly owned building, may not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality; (2) the cost of space procured for grant program usage may not be charged to the program for periods of nonoccupancy without authorization of NPS. For nonprofit organizations, see OMB Circular A-122, Item 43.

Equipment rental is allowable only to the extent that the equipment is only needed for a short time and it would not be more cost effective to purchase the equipment.

22. Research.

Costs of historical, architectural, and archeological research necessary for project accomplishment are allowable. Purely archival research is unallowable. (See Section D.1, below.)

23. Signs.

Costs of signs acknowledging CLG assistance at construction project sites during the grant period are allowable. [See Chapter 6, Section K.2.b.3]]

24. Travel.

Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees traveling on official business incident to the CLG grant program. Such costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip, and results in charges consistent with those normally allowed in like circumstances in non-Federally sponsored activities. Lodging costs must be documented by a receipt in order to be eligible for reimbursement under the CLG grant.

The maximum rate for use of privately-owned vehicles is 44 cents per mile for persons on official travel status relating to the project. Commuting costs are not allowable. The costs of lodging and per diem are not normally allowed by the Commission, but in extraordinary circumstances may be allowed for projects which are located more than 50 miles from the grant recipient's offices.

<http://www.policyworks.gov/org/main/mt/homepage/mtt/pov.htm>.)

B. Unallowable Costs.

This list of allowable costs is excerpted from the Historic Preservation Fund Grants Manual, Chapter 13

Standards for Allowability of Costs available at https://www.nps.gov/preservation/grants/HPF_Manual.pdf .

1. Archival Research.

Costs of purely archival research are unallowable. Grant-assisted research must directly relate to achieving the purposes of the grant program.

2. Alcoholic Beverages.

Costs of Alcoholic Beverages are unallowable.

3. Archeological Salvage.

Costs of data recovery unrelated to increasing an understanding of a National Register property are unallowable. (See Chapter 6, Section K.4.d

4. Conditional Donations.

Any donation of real property containing a reversionary provision to the donor which can be exercised during the term of the covenant is not eligible as matching share.

5. Contingencies.

Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, or intensity, or with an assurance of their happening, are unallowable. (The term "contingency reserve" excludes self-insurance, pension plan, and post-retirement health benefit reserves computed using acceptable actuarial cost methods; see Section B.12.)

6. Contributions and Donations.

- a) Charitable contributions and donations of grant funds, property, or grant-assisted services are unallowable. For nonprofit grantees, see OMB Circular A-122, Item 8, and see discussion of donations in A-122, Item 10.
- b) The value of services donated by employees or other persons paid with CLG grant funds or other Federal funds is unallowable.
- c) Donated goods (i.e., expendable personal property/supplies and donated use of space) may be furnished to a grantee, subgrantee, or grant supported contractor. The value of the goods and space is not reimbursable as a direct or indirect cost. However, the value of the donations may be used to meet matching share requirements when determined in accordance with the conditions described in Chapter 14.

7. Curation.

Costs of curation or exhibition of artifacts or other materials after the project end date are unallowable.

8. Entertainment.

Costs of entertainment, including amusements, social activities, and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodgings, rentals, transportation, and gratuities) are unallowable. For nonprofit grantees, see OMB Circular A-122, Item 12.

9. Equipment.

Equipment and other capital expenditures are unallowable as indirect costs. (See Section B.13, for the allowability of use allowances or depreciation on buildings, capital improvement, and equipment.)

10. Federal Properties.

Costs related to federally owned properties are not eligible for CLG assistance. (However, see Chapter 6, Section H.3.i., for allowable costs for surveys on Federal lands.) Note that the Consolidated Rail Corporation is not an instrumentality of the Federal Government and is therefore eligible for grant assistance. (See 45 U.S.C. 741b.)

11. Fines and Penalties.

Fines, penalties, damages, and other settlements resulting from violations (or alleged violations) of, or failure of the grantee to comply with, Federal, State, local, or Indian tribal laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award or written instructions by NPS authorizing in advance such payments. For nonprofit grantees, see OMB Circular A-122, Item 14.

12. Fundraising and Investment Management Costs.

Expenses and costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, investment counsel, and similar expenses incurred to raise capital or obtain contributions are unallowable. For nonprofit grantees, see OMB Circular A-122, Item 19 for other unallowable fundraising costs.

13. Honoraria.

Payments of CLG grant funds for honoraria are not allowable when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for, a recipient. (Payments for services rendered, such as a speaker's fee at a grant-assisted workshop, are allowable.)

14. Idle Facilities and Idle Capacity.

For State and local government grantees, the provisions of OMB Circular A-87, Item B.24 are applicable. For nonprofit grantees, the provisions of OMB Circular A-122, Item 16, are applicable.

15. Indirect Costs to Individuals.

Indirect costs to individuals under grantee awarded subgrants and contracts are not allowable. "Overhead" or administrative support costs must be charged on a direct cost basis and documented by appropriate supporting documentation.

16. Insurance and Indemnification.

Actual losses which could have been covered by permissible insurance (through an approved self insurance program or otherwise) are unallowable unless expressly provided for in the grant agreement.

17. Interest and Other Financial Costs.

Costs incurred for interest on borrowed capital or the use of a grantee's own funds, however represented, are unallowable, except as specifically provided in Item B.23 of this Chapter, or when authorized by Federal legislation.

18. Interpretive Expenses.

Interpretive expenses, such as staff salaries or maintenance of interpretive devices (with the exception of purchase and installation costs for such devices in accordance with Section B.24 above) are unallowable.

19. Lobbying.

The cost of certain activities associated with obtaining grants, contracts, cooperative agreements, or loans is an unallowable cost.

20. Maintenance and Administration.

Costs of ongoing maintenance and administration of properties following CLG grant assistance are not allowable, in accordance with Section 102(a)(5) of the Act, as amended. This prohibition is not applicable to the National Trust.

21. Meals.

Costs of meals for grantee employees, Review Board members (including any other State oversight or advisory boards), or CLG Commission members are unallowable except as per diem when such persons are on travel status in conjunction with activities eligible for CLG assistance.

22. Mitigation Expenses.

Costs of mitigation activities performed as a condition or pre-condition for obtaining a Federal permit or license or funding by other Federal programs are not allowable.

23. Museums.

Costs of museum exhibits, staff salaries, and other administrative expenses, including maintenance, are unallowable, if they are not directly related to CLG eligible activities. (See Section B.18.)

24. Nonconformance with Applicable Secretary of the Interior's Standards.

Work performed under grants, subgrants, or other contractual arrangements that do not conform to the applicable Secretary's Standards are unallowable costs.

25. Organization Costs.

- a) For nonprofit grantees, see OMB Circular A-122, Item 27.
- b) Profits and Losses on Disposition of Depreciable Property or Other Capital Assets.
- c) For State and local government and Indian tribe grantees, see OMB Circular A-87, Item B.22. For nonprofit grantees, see OMB Circular A-122, Item 36.
- d) Prohibition on Compensating Intervenors.
- e) Compensation to any person intervening in any proceeding under the Act is unallowable due to the provisions of Section 101(f) of the National Historic Preservation Act. (See Legal Expenses in Section B.27.)

C. Allowable Match

1. Cash.
2. Donated services by volunteers who are necessary for the completion of the project will be valued at the Executive Order Minimum Wage (currently \$11.25/hour) or the state minimum wage, whichever is higher. Except for persons valued at minimum wage, documentation in the form of resumés and/or other information is required for volunteers. In-kind services performed by full-time staff of the grant recipient within the scope of their normal responsibilities in excess of their normal working hours is not allowable as match.

Chapter 10. ADMINISTRATION

A. General Supervision

The Director shall supervise all grant awards and the projects financed by such awards.

B. Applications

Applications shall be processed according to the procedures set forth in this manual.

C. Enforcement

Where it is determined that any grant recipient has not fulfilled the terms of the Grant Agreement, and administrative efforts to obtain compliance are unsuccessful, the Director shall refer the matter to the Attorney General for enforcement action.

*Replacing tower box siding at the Bell Hill Meeting House, Otisfield in 2021.
Photograph by Ken Bartow.*



Chapter 11. GRANT AWARD PROCEDURES

A. Grant Application Information

The Director will distribute grant applications and grants manuals containing the rules and other information pertaining to administration of CLG Grants. Announcements will be made annually through email notices and posting on the Commission's website (<http://www.maine.gov/mhpc/grants>) as long as grant funds remain available.

B. Grant Review and Implementation Schedule

February 21, 2022	Draft Applications due (optional)
March 25, 2022	Final applications due (postmark)
April 22, 2022	Review of projects by Commission
May-June 2022	Commission develops contract documents and Stewardship or Preservation Agreements as necessary; work begins.

NO PROJECT EXPENSES MAY BE INCURRED PRIOR TO COMMISSION NOTIFICATION OF APPLICANT THAT THE LAST STEP ABOVE HAS BEEN SATISFACTORILY COMPLETED.

C. Grievance Procedure

1. Any applicant aggrieved by the grant award decision of the Director and the Commission may appeal to the Director for a review. Any such appeal must be in writing and shall set forth the manner in which the aggrieved claims a decision was arbitrary or unreasonable. An appeal must be made within 10 days of receipt of notification of adverse decision.
2. The Director may, at his discretion, hold a meeting with the aggrieved applicant. The Director shall appoint a grievance committee of three persons to conduct a review of the appeal. The committee will include representatives from the Commission. The Committee shall, within 21 days, issue a report to the Director which addresses whether the original decision was arbitrary or unreasonable.
3. The final decision of the Director, with approval of the Commission, shall be made in accordance with the selection criteria, after considering the recommendations of the grievance committee. Such a decision shall be final agency action on the matter.
4. An aggrieved applicant may be awarded a grant or an increased grant amount where previously denied or limited to a lower figure only when the grant would not require the denial or decrease in a grant award of other eligible applicants which have already executed contracts or covenants.

D. Pre-project Sub-Recipient Responsibilities

Before work can commence on the grant-funded project the following activities must be completed:

1. The scope of work for the project must be approved by the Commission and revisions made if necessary.
2. The NEPA documentation must be approved by the NPS (development projects only).
3. The baseline documentation for the Stewardship or Preservation Agreement must be conducted and submitted to the Commission (development projects only).
4. The Stewardship or Preservation Agreement must be signed, notarized and recorded (development).
5. The CLG Grant must be signed.
6. A Request for Proposals (RFP) for grant funded work will be generated by the Grantee based on the approved scope of work and then reviewed by MHPC.
7. The Procurement Documentation form will be completed and submitted to the Commission before contracts are signed with consultants, tradespeople, contractors, etc.



Chapter 12. STATUTORY AUTHORITY

27 M.R.S.A. §§504, 505, 506; 27 M.R.S.A. §558; and 33 M.R.S.A. §§ 1551-1555.

APPENDIX A: PROFESSIONAL QUALIFICATIONS STANDARDS, 36 CFR Part 61

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

- A. History.** The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:
 - 1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
 - 2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.
- B. 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 with concentration in American architecture; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field plus one of the following:
 - 1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
 - 2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.
- C. Architecture.** The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a State license to practice architecture.
- D. Historical Architecture.** The minimum professional qualifications in historical architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:
 - 1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field, and at least one year of full-time professional experience on preservation and restoration projects; or
 - 2. At least two years of full-time, professional experience on preservation and restoration projects. Experience on preservation and restoration projects shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.
- E. Archaeology.** The minimum professional qualifications in archaeology are a graduate degree in archaeology, anthropology, or closely related field plus:
 - 1. At least one year of full-time professional experience or equivalent specialized training in archaeological research, administration, or management;
 - 2. At least four months of supervised field and analytic experience in general North American archaeology;
 - 3. Demonstrated ability to carry research to completion; and
 - 4. At least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric or historic period for, respectively, professionals in prehistoric or historical archaeology.

In addition, the Commission has established the following requirements:

1. Professional experience in prehistoric and/or historic archaeology in northern New England;
2. Institutional or corporate affiliation to ensure fiscal accountability; and
3. Commitment from an institution or agency for proper curation of recovered materials.

APPENDIX B: SAMPLE CLG CONTRACT



SERVICE CONTRACT

DATE: Enter today's Date

ADVANTAGE CONTRACT #: Enter Contract Number

DEPARTMENT AGREEMENT #: Enter internal agreement number if applicable. If not applicable, enter NA

CONTRACT AMOUNT: \$

START DATE: Enter Contract Start Date

END DATE: Enter Contract End Date

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: Maine Historic Preservation Commission

Address: 55 Capitol Street, State House Station 65

City: Augusta

State: Maine

Zip Code: 04333-0065

PROVIDER

PROVIDER: Enter Provider name

Address: Enter mailing address

City:

State:

Zip Code:

Provider's Vendor Customer #:

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties

sign and cause this Contract to be executed.

Maine Historic Preservation Commission

State of Maine

Provider

Signature of Authorized Representative Date

Signature of Authorized Representative Date

Kirk F. Mohney, Director

Representative Name and Title

DEPARTMENT AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: Christi A. Chapman-Mitchell

Email: christi.chapman-mitchell@maine.gov

Address: 55 Capitol Street

City: Augusta

State: Maine

Zip Code: 04333-0065

Telephone: 207-287-1453

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: N/A

Email:

Address:

City:

State:

Zip Code:

Telephone:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: Enter first/last name

Email:

Address:

City:

State:

Zip Code:

Telephone:

RIDERS

- The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
- Funding Rider
- Rider A – Scope of Work
- Rider B – Terms and Conditions
- Rider C - Exceptions
- Rider D – Specifications of Work to be Performed and Compliance Information
- Rider E – Attachments
- Rider F – Budget and Detailed Payment Instructions
- Rider G –Identification of Country in Which Contracted Work will be Performed
- Business Associate Agreement – Included at Department’s Discretion
- Other – Included at Department’s Discretion

FUNDING RIDER
Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

Funding Total: \$

The sources of funds and compliance requirements for this Contract follow:

State General Fund \$
 Dedicated/Special Revenue \$

**RIDER A
SCOPE OF WORK**

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Contract	Formal and legal binding agreement
Department	Maine Historic Preservation Commission
Provider	Organization providing services under this Contract
State	State of Maine
Commission	Maine Historic Preservation Commission
Grantee	Maine Historic Preservation Commission
Sub-grantee	Organization providing services under this Contract
Recipient	Organization providing services under this Contract

II. INTRODUCTION/OVERVIEW:

This Contract is for.....as specified in Rider D.

The Department will pay the Provider as follows:

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. See Rider F for additional payment details.

- III. DELIVERABLES: See Rider D
- IV. PERFORMANCE MEASURES: See Rider D.
- V. REPORTS: See Rider D |

**RIDER B
TERMS AND CONDITIONS**

1. **INVOICES AND PAYMENT.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. **SUB-AGREEMENTS.** Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider agrees as follows:

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
 10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or

secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of

work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

16. **NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. **APPROVAL.** This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. **INSURANCE.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. **SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. **ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
 - Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Payment Rider
 - Rider D Included at Department's Discretion
 - Rider E Included at Department's Discretion
 - Rider F Included at Department's Discretion
 - Rider G Identification of Country in which contracted work will be performed
 - Business Associate Agreement included at Department's Discretion
 - Other Included at Department's Discretion
22. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

23. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. 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 (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER C
EXCEPTIONS

Enter the exceptions here if applicable. If not applicable enter NA– make sure Rider C is not checked in the Rider Section

RIDER D
SPECIFICATIONS OF WORK TO BE PERFORMED and FEDERAL COMPLIANCE INFORMATION

In addition to what is noted on the cover page of this contract, the Maine Historic Preservation Commission is also hereby referred to as the "Commission" or the "Grantee" and the Provider is also hereby referred to as the "Recipient" or "Subrecipient". The Commission and the Provider mutually agree as follows:

The Provider has been awarded a U.S. Department of the Interior Historic Preservation Fund (HPF) grant-in-aid in an amount not to exceed the dollar value shown on the cover page of this contract, for the purpose of PROJECT DESCRIPTION in accordance with the scope of work, and timetable provided with this contract. These federal funds must be matched by a minimum of \$MATCH AMOUNT.

This grant award is made pursuant to, and recipients must adhere to, the Department of the Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

SCOPE OF WORK

The Provider agrees to conduct the project in accordance with the Provider's 2022 **CLG Grant Application** as submitted to the Commission.

In addition, the Applicant agrees to:

1. Complete and submit interim reports and the final report as per the timetable below.
2. Understand that the stipulated scope of work and products can only be changed by means of prior written approval by the Commission.

DELIVERABLES

TIMETABLE

BEGINNING DATE	Date of signed contract
FIRST INTERIM PROGRESS REPORT	October 15, 2022
SECOND INTERIM PROGRESS REPORT	January 15, 2023
THIRD INTERIM PROGRESS REPORT	April 15, 2023
FOURTH INTERIM PROGRESS REPORT (If needed)	July 15, 2023
FINAL BILLING and ALL PROJECT PRODUCTS DUE	September 30, 2023

This interim reporting schedule can be changed only by prior written approval by the Commission. Interim reporting forms will be provided to grant recipients for their use.

NO PROJECT EXTENSIONS WILL BE GIVEN BEYOND SEPTEMBER 30, 2023

ARTICLE I – INSURANCE AND LIABILITY

- A. **Insurance.** The Recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance

agreement.

- B. **Insured.** The federal government shall be named as an additional insured under the Recipient's insurance policy.
- C. **Indemnification.** The Recipient hereby agrees to indemnify the federal government, NPS or from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.
 - 1. To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for anyone claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the Recipient shall provide the NPS with confirmation of such insurance coverage.
 - 2. To pay the United States the full value for all damage to the lands or other property of the United States caused by the Recipient, its officers, employees, or representatives.
 - 3. To provide workers' compensation protection to the recipient, its officers, employees, and representatives.
 - 4. To cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the Recipient, its agents, and employees.
 - 5. In the event of damage to or destruction of the buildings and facilities assigned for the use of the recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with the Recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Recipient, NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of the Agreement by NPS.
- D. **Flow-down:** For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

ARTICLE II – REPORTS AND/OR DELIVERABLES

The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

- A. **Deliverables/ Publications.** The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables, press, and publications concerning NPS grant-supported activities.

1. One digital copy of any deliverable/publication must be furnished to the Commission at the expiration of the grant agreement. All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

2. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs, invitations and photos, websites, mobile apps, exhibits, and interpretive signs.
3. Refer to the supplemental guidance document "Publications/Deliverables Submission Guidelines" for instructions on creating, naming and submitting digital copies of deliverables/publications.
4. All digital copies must follow this naming convention:
SHPO_2022_ME_Project Name_Grant #_description of file
5. All consultants hired by the grantee must be informed of this requirement.
6. The NPS shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables/publication will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo, so NPS may provide proper credit for use.

ARTICLE III - EQUIPMENT PURCHASE AND PROPERTY UTILIZATION

- A. Grantees must obtain written permission from the Commission before expending grant funds for tangible, nonexpendable personal property, including exempt property, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- B. Grantees must maintain a property inventory record and comply with the property management requirements set forth in 2 CFR 200.310 through 200.316 and in the *Historic Preservation Fund Grant Manual*, chapter 19, for all items purchased with HPF grant funds.
- C. The grantee must report on all equipment purchased with grant funds and must report on all equipment with each Interim Report. When grantees are ready to dispose of equipment purchased with grant funds (under this grant or any past grant) and the equipment retains a value of \$5,000 or more per unit, written disposition instructions must be requested from, and approved by the Commission through the submission of an SF428c, Tangible Personal Property Report - Disposition Request/Report.
- D. For the purposes of this article, "grantee" includes equipment purchase and property utilization by such Subrecipients, contractors, or subcontractors awarded a subgrant from the Recipient.

ARTICLE IV – MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the Commission.
- B. Additional conditions may be imposed by Commission if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be

found in 2 CFR 200.338.

- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

ARTICLE V – AWARD AND PAYMENT

- A. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the Period of Performance start date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Commission. The Sub-recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the Period of Performance end date stipulated in the award.
- B. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- C. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.

ARTICLE VI - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
- a) Administrative Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - b) Determination of Allowable Costs:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and
 - c) Audit Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
 - d) Code of Federal Regulations/Regulatory Requirements:
 - 2 CFR Part 182 & 1401 “Government-wide Requirements for a Drug-Free Workplace”;
 - 2 CFR Part 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Government wide Debarment and Suspension (NonProcurement)”;
 - 43 CFR 18, “New Restrictions on Lobbying”;

- 2 CFR Part 175, "Trafficking Victims Protection Act of 2000";
 - FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
 - 2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
 - 2 CFR Part 170, "Reporting Subawards and Executive Compensation".
2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); Title VII of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000e *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); Executive Order No. 13,166 Improving Access to Services for Persons with Limited English Proficiency, and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the Commission and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Commission, nor will the Recipient represent its self as such to third parties. Commission employees are not agents of the Recipient and will not act on behalf of the Recipient.
 9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or Commission from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
 10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
 11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
 12. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
 13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between the Commission and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government or the State of Maine.
 14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only the Commission and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
 15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 USC 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.
- B. Special Provisions**
1. **Nonfederal Matching Share.** At least **\$Amount** in eligible nonfederal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.64 must be used by the Subrecipients during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.
 2. **Commission Concurrence with Selection of Consultants.** The Provider must submit documentation of responses to its competitive selection process, along with its justification and resume(s) for which consultant(s) selected for grant-assisted work, to the Commission for approval. The consultant(s) must have requisite experience and training in historic preservation to oversee any construction work to be performed and to manage this complex project. All consultants must be competitively selected and documentation of this selection

must be maintained by the Provider and be made readily available for examination by the Commission. **Maximum hourly rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary.** Current salary tables can be found on the Office of Personnel and Management website: www.opm.gov.

3. Commission Review of Planning/Design Documents for Conformance to the Secretary of the Interior's Standards. If plans or specifications have changed from those submitted with the Subrecipients' application for an HPF grant, the Subrecipient must submit revised construction documents to the Grantee for its review and approval to ensure conformance with the Secretary of the Interior's *Standards for Historic Preservation and Archeology*, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted repair work on the property. Work that does not comply with these *Standards* in the judgment of the Commission will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

4. Compliance with Section 106 of the National Historic Preservation Act. Pursuant to Section 106 of the National Historic Preservation Act, NPS, the Subrecipient, and the Commission must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 prior to the commencement of all grant-assisted construction or ground disturbance on the property.

5. Requirement for Project Sign and Public Notification

The Subrecipient of this HPF funded project must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate.

At a minimum, a public notification or sign must contain the following statement: "*[Project Name] is being supported in part by a grant administered by the National Park Service, Department of the Interior and the Maine Historic Preservation Commission.*" Additional information briefly identifying the historical significance of the property, or recognizing other contributors is encouraged and permissible.

For a development grant (rehabilitation, restoration, preservation) the Subrecipient must erect and maintain a project sign at the project site. This sign must be of reasonable and adequate design and construction to withstand weather exposure; be of a size that can be easily read from the public right-of-way; and be maintained in place throughout the project term as stipulated in this contract. Photographs of the sign must be submitted to the Commission at the start of the construction process. The cost of fabricating and erecting this sign is an eligible cost for this grant.

6. Requirement for Executing Preservation Easement or Stewardship Agreement where applicable, for development projects. The _____, as owner of the _____, must agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, the _____ must execute a Preservation Agreement with the Commission. The term of the Agreement must run for _____ years from the end date of the last executed Preservation Agreement. **The Easement must be executed by registering it with the deed of the property.**

7. Limitations on Administrative and Indirect Costs. Administrative costs charged to the subgrant may not exceed 25 percent of the total grant award. This limitation applies to the

sum of the direct costs of administration and any indirect costs charged by the Subrecipients pursuant to a current Federally approved indirect cost rate.

Administrative costs are those costs defined in the *HPF Grants Manual*, Chapter 6, Section F.1, and in Chapter 7, Exhibit 7-B.

8. Public Information and Endorsements.

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.

- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

- c) The following phrase must be used in all authorized publications and other forms of publicity connected with the HPF grant funded project:

"This publication has been financed in part with Federal funds from the National Park Service, Department of the Interior and the Maine Historic Preservation Commission. However, the contents and opinions do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior. The Maine Historic Preservation Commission receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, or handicap in its federally assisted program. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

*Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D. C. 20240"*

- d) Recipient must provide a digital copy of any public information releases concerning this award that refer to the Department of the Interior, National Park Service, or Historic Preservation Fund. Specific text, layout photographs, etc. of the proposed release may be submitted for prior approval.
- e) As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a press release regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving the signed grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.

- f) The grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.
 - g) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
- 9. Publications of Results of Studies.** Two copies of all publications and videos funded by this grant must be submitted to the NPS and must contain the required acknowledgement of support and nondiscrimination statements in accordance with Chapter 3 of the *HPF Grants Manual*. No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- 10. Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- 11. Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337 and the Historic Preservation Fund Grants Manual.
- 12. Audit Requirements.**
- a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ccea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
 - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
 - c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2CFR Part 200, Subpart F, as applicable. General guidance on the single audit process is included in a pamphlet titled, Highlights of the Single Audit Process" which is available on the internet at <http://www.oig.doi.gov/public/reports/oa/documents/singleauditpamphlet.pdf>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/> .

13. Procurement Procedures. It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

- a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

14. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or –rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

15. Seat Belt Provision. The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

16. Trafficking in Persons. This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104).

- a) Provisions applicable to a recipient that is a private entity.
 1. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not-
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity-
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to you or the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.
- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a Subrecipient that is a private entity-
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.
- c) Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this award term:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d) Definitions. For purposes of this award term:
1. "Employee" means either:
 - i. An individual employed by you or a Subrecipient who is engaged in the performance of the project or program under this awards; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity" means:
 - i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

16. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

- a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

17. Conflict of Interest

- a) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- b) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.

- c) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

18. Minimum Wages Under Executive Order 13658 (January 2016)

a) Definitions. As used in this clause-

"United States" means the 50 states and the District of Columbia,

"Worker"-

1. Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658 and
 - (i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
 - (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. §541,
 - (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.
2. Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c)
3. Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) Executive Order Minimum Wage rate.

1. The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2016.
2. The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2017 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.pov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
3. (i) The Recipient may request a price adjustment only after the effective date of the

Commented [MK1]: Does this rate need to change?

Commented [MK2]: ??

new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

4. The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

5. The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. §10.23. Deductions.

6. The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

7. Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

8. The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

9. The Recipient shall follow the policies and procedures in 29 C.F.R. §10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

c) 1. This clause applies to workers as defined in paragraph (a). As provided in that definition-

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State

Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

2. This clause does not apply to-

- (i) Fair Labor Standards Act (FLSA) - covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;
- (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. §213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

- (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. §214(a).
- (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. §214(b).
- (C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. §213(a)(l) and 29 C.F.R. § part 541).

d) Notice. The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts. in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e) Payroll Records.

1. The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

2. The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

3. The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

4. Failure to comply with this paragraph (e) shall be a violation of 29 CFR § 10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

5. Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

f) Access. The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

g) Withholding. The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

h) Disputes. Department of Labor has set forth in 29 CFR § 10.5 I, Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at 29 CFR § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

i) Antiretaliation. The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

j) Subcontractor compliance. The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

k) Subawards. The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

19. NPS Review of Planning/Design Documents For National Historic Landmarks

The grantee must submit two (2) copies of the following:

- a) a site plan that has the north direction clearly marked;
- b) a city/county map with the site of the property clearly labeled;
- c) set of plans and specifications for the project;
- d) photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- e) interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan;
- f) for NHL Districts include overall views of the district from the project area; and
- g) any additional information that will better enable a technical review of the project to

be completed.

The grantee must submit documents for the entire undertaking to NPS for its review and approval to ensure conformance with the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archeology, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of NPS will not be reimbursed, and may cause the grant to be terminated and funds de-obligated.

20. Patents and Inventions

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the governmentwide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes. See <https://www.law.cornell.edu/cfr/text/37/part-401> or contact the State Historic Preservation Office for more information.

21. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm. Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds.

22. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

23. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for UAS usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possess the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization, for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individual's privacy, civil rights, and civil liberties prior to expending such funds.

24. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794(d))

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information <https://www.access-board.gov/law/ra.html#text-of-section-508-of-the-rehabilitation-act-of-1973-as-amended-29-usc-794d> **Contact the Maine Historic Preservation Commission to determine if this requirement pertains to your project deliverables.**

25. Contract Work Hours and Safety Standards Act, 40 U.S.C. parts 3701-3708

- a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c) Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- e) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOI and the Department of Labor, and the Contractor

or subcontractor will permit such representatives to interview employees during working hours on the job

26. Executive Order No. 13,585, 2017 Buy American and Hire American

Encourages recipients of new federal awards for construction or infrastructure eprojects to use iron, aluminum, steel, cement, plastics, PVC pipe, concrete, glass, optical fiber, and lumber manufactured in the United States. This order expands the types of projects previously covered.

ARTICLE VII - Additional Department Requirements

1. Provide the Commission with copies of all contracts entered into in connection with the project.
2. Ensure that no member, officer, or employee of the Maine Historic Preservation Commission, including Commission members and staff, will benefit financially from the project, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity.
3. APPLICANTS FOR DEVELOPMENT PROJECTS, INCLUDING PRE-DEVELOPMENT AND ARCHAEOLOGY, MUST COMPLETE THE *ENVIRONMENTAL SCREENING WORKSHEET* and the *CATEGORICAL EXCLUSION FORM*. Archaeological surveys involving only surface collection or small-scale test excavations are excluded from this requirement.

ARTICLE VIII – ATTACHMENTS

The following documents are attached to and made part of this contract and are further referenced in Rider E:

- Department of the Interior Standard Award Terms and Conditions Effective December 2, 2019
- Provider's FY 2022 Certified Local Government Grant Application
- Publications/Deliverables Submission Guidelines

RIDER E

Attachments

The following documents are attached to and made a part of this Agreement:

1. Department of the Interior Standard Award Terms and Conditions Effective December 2, 2019

2. Providers 2021 Historic Preservation Fund Grant Application

Commented [MK3]: 2022

3. Publications/Deliverables Submission Guidelines

Publications/Deliverables Submission Guidelines

A. WHAT DO I NEED TO SUBMIT?

Provide one digital copy of each deliverable/publication. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets and magazines; video/audio files; event documentation, including programs and photos, websites, mobile apps, exhibits, and interpretive signs.

SUBMIT	DO NOT SUBMIT
<p>Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)</p> <p>Substantive event materials (including programs, proceedings, handouts, photographs)</p> <p>Professionally produced content (including books, documentaries, oral histories, presentations and PSAs)</p> <p>Interpretive products (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)</p> <p>Online content (including websites, story maps, and other web-based projects)</p>	<p>Digital copies saved on CD/DVD-Rs or flash drives (unless arrangements have been made with your grant administrator)</p> <p>Confidential/restricted reports that cannot be viewed by the general public (including archeological reports, architectural reports on federal buildings or restricted sites)</p> <p>Other documentation not intended for the general public (including survey forms, financial records, correspondence)</p> <p>Ephemeral products unlikely to be of future value to the general public (including flyers, postcards, invitations, meeting minutes)</p>

For development (construction) grants only:

- Submit photos of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work. Refer to "Documenting Historic Places on Film" for more information on photographing a variety of historic environments and buildings: nps.gov/nr/publications/bulletins/photobul/pt3.htm.
- Ensure that a fully executed, recorded copy of the preservation easement/covenant has been sent to the Commission.

CERTIFIED LOCAL GOVERNMENT GRANTS MANUAL

Include the following disclaimer and acknowledgement with all deliverables/publications: "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

B. HOW SHOULD I SAVE MY SUBMISSIONS?

Name each file as follows:

SHPO_[2 digit Fiscal Year]_[state postal abbreviation]_[ProjectName]_[Description]

- For "Description," create a short (less than 50 characters) and unique description that would help someone to easily and quickly identify the file.
- Do not use spaces or special characters (#, %, &, ?) in filenames. If files are part of a series, append the number 001, 002, 003, etc. to the end of the description, as seen in the examples below.

Example: SHPO_21_ME-CityofLewiston_SideViewOfChapelPreRestoration.jpg

Required file formats and resolution:

- Reports and publications: PDFs at 300 pixels per inch, at 100 percent of the size of the original document. When possible, convert original publication files to PDF (for example, from Word or InDesign files). Otherwise, use high-quality scans of printed materials.
- Photos: JPEGs or TIFFs at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
- Videos: MP4 files at a resolution of 1280 by 720 pixels. Include a transcript of each video in a Word document.
- Audio files: uncompressed WAV files. Include a transcript of each file in a Word document.
- For more information about other types of deliverables or publications, consult the National Archives' transfer guidance tables (<https://www.archives.gov/records-mgmt/policy/transfer-guidance-tables.html>). Submit all files in formats that either "preferred" or "accepted" by the National Archives.

C. HOW DO I SUBMIT SUBMISSIONS?

Submit all files to the Commission on a thumb drive.

D. WHAT INFORMATION SHOULD BE INCLUDED WITH MY SUBMISSIONS?

INDEX

Include an index for all deliverables/publications as a Word document. Include the following information for each deliverable/publication:

- Title
- Filename
- Creator (give full names and their roles in creating the product/deliverable)
- Date Completed
- Extent (pages, length, number of slides; use when applicable)
- Description

Example description of a document:

Title: Intensive Survey of East Walters Street, Lafayette, Colorado
Filename: SHPO_16_WI_CityOfLafayette_IntensiveSurveyOfEastWaltersStreet.pdf

Creator: Clyde Banks (historian), William Laurence (historian), Laurence/Banks Architectonics (organization) Date Completed: July 18, 2017
Extent: 96 pages
Description: Report on an intensive architectural survey of 31 properties along East Walters Street is divided into four sections: an introductory historic context; a chapter on methodology; a summary of the survey's findings; and an appendix of detailed information for each property found eligible for designation. The survey found that 65 were eligible for local designation, 14 eligible for state designation, and 12 eligible for national designation.

Example description of video:

Title: Flavin' Fun on the Banks of the Wabash
Filename: SHPO_16_PA_WabashHistory_HavinFunOnTheBanksOfTheWabashDocumentary.mpg
Creator: Kelly Worthson (producer), Billy Banks (director), Video Magic (organization)
Date Completed: July 30, 2006
Extent: 40:22
Description: This documentary tells the story of amusement parks on the Wabash River. Eight parks are featured: Williams Park, Fun Escapades, Big Night on the Old Town, Grover's Corners, Fairy Tale Land and Spa, Big Bill's Bonnaroo, and Sgt. Park's Fun Zone. Five interviewees talk about the parks: Dr. Clint Harve, a professor of amusement studies at Clarksville University; Mary Clary, author of several mysteries set in amusement parks; Bill William, a self-described coaster junkie; Sanjeet Gupta, Mayor of Wabash City; and Barry O'Larry, a clown formerly employed by Grover's Corners.

Example description of a single photo:

Title: Basement Bathroom Sink, Pre-Rehabilitation
Filename: SHPO_16_AR_ParkersBowlingAlley_BasementBathroomSinkPreRehab.jpg
Creator: Mark Sharpsburg (photographer)
Date Completed: March 12, 2014
Description: Shows the easternmost of the two sinks in the bathroom adjacent to the bowler's lounge.

Example description of a series of photos (use only for a group of photos showing the same subject or activity):

Title: Clint Harvey Interviews Madame C.J. Walker
Filename: SHPO_16_IN_WalkerCenter_ClintHarveyInterviewsMadameCJWalker001.jpg to SHPO_IN_WalkerCenter_ClintHarveyInterviewsMadamCJWalker024.jpg
Creator: Billy Blanks (photographer)
Date Completed: March 12, 2002
Description: Series of photos of Clint Harvey's interview with Madame C.J. Walker, conducted in her office at the Walker Center.

RIDER F

Budget and Detailed Payment Instructions

Budget

Understand that the budget items and figures above will be adhered to, unless the Commission provides prior written approval of amendments.

PROJECT BUDGET

A Service/Action/Item	B By Whom	C Hours or quantity	D Cost per	Total Cost (C X D)	Notes
TOTAL					

PROJECT FUNDING

SERVICE/ACTION/ITEM	Donor	Source	Kind	Amount	Notes
Total					

MATCH SUMMARY

Total in-kind: \$0
 Total Donation \$0
 Total Cash \$0
 Total Volunteer \$0
 Total Match \$0

GRANT SUMMARY

Total Grant Request: \$

Detailed Payment Instructions

The Department will pay the Provider as follows:

CERTIFIED LOCAL GOVERNMENT GRANTS MANUAL

On a reimbursement basis up to the contract amount with documentation of allowable expenditures made and sufficient Provider match amount per reimbursement request. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

Required documentation for Reimbursement Requests

1. Invoice on Letterhead, containing the following information:
 - a. amount of reimbursement requested;
 - b. the project cost for this request;
 - c. the amount of match expended for this request; and
 - d. the contract number.
2. All expenses, including matching share, must be documented with copies of bills and photocopies of both sides of canceled checks.
3. Time sheets signed by the employee or volunteer and supervisor are required for volunteer and in-kind services, showing the Commission pre-approved rate and total dollar value of the donated or in-kind time.
4. The dollar value of donated equipment and donated space must also be documented for approval as match.
5. All project products must be received and approved by the Commission prior to final reimbursement. For development projects a final project report is required in addition to any technical report which may be a grant product before final reimbursement.
6. See Sample Reimbursement Request Letter, below

YOUR LETTER HEAD	
INVOICE # _____	Date _____
RE: Contract # _____	
Dear Ms. Chapman-Mitchell:	
On behalf of the _____, I am requesting a (partial) (full) reimbursement of \$ _____ for expenses incurred between _____ and _____, 2021 in conjunction with the HPF funded project _____.	
Project expenses are documented on the following enclosed items:	
<i>Signed Value of Donated Labor Forms for _____</i>	
<i>Signed Timesheet/paystub/journal for _____</i>	
<i>Invoice(s) from _____</i>	
<i>Cancelled check # _____ to _____ (copied front and back)</i>	
<i>Documentation in the form of _____ for in-kind contributions of materials//venues/equipment.</i>	
The total cost reflected in this request is \$ _____, of which \$ _____ is match and \$ _____ is requested as reimbursement.	
Sincerely,	

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: Enter State

Other. Please identify country: Enter Country

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

APPENDIX C: SECRETARY OF THE INTERIOR'S STANDARDS AND GUIDELINES FOR THE TREATMENT OF HISTORIC PROPERTIES

The *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving and Restoring Historic Buildings* are intended to provide guidance to historic building owners and building managers, preservation consultants, architects, contractors, and project reviewers prior to treatment.

STANDARDS FOR PRESERVATION

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

GUIDELINES FOR PRESERVING HISTORIC BUILDINGS

The expressed goal of the **Standards for Preservation and Guidelines for Preserving Historic Buildings** is retention of the building's existing form, features and detailing. This may be as simple as basic maintenance of existing materials and features or may involve preparing a historic structure report, undertaking

laboratory testing such as paint and mortar analysis, and hiring conservators to perform sensitive work such as reconstituting interior finishes. Protection, maintenance, and repair are emphasized while replacement is minimized.

Identify, Retain, and Preserve Historic Materials and Features

The guidance for the treatment **Preservation** begins with recommendations to identify the form and detailing of those architectural materials and features that are important in defining the building's historic character and which must be retained in order to preserve that character. Therefore, guidance on **identifying, retaining, and preserving** character-defining features is always given first. The character of a historic building may be defined by the form and detailing of exterior materials, such as masonry, wood, and metal; exterior features, such as roofs, porches, and windows; interior materials, such as plaster and paint; and interior features, such as moldings and stairways, room configuration and spatial relationships, as well as structural and mechanical systems; and the building, site and setting.

Stabilize Deteriorated Historic Materials and Features as a Preliminary Measure

Deteriorated portions of a historic building may need to be protected through preliminary stabilization measures until additional work can be undertaken. **Stabilizing** may include structural reinforcement, weatherization, or correcting unsafe conditions. Temporary stabilization should always be carried out in such a manner that it detracts as little as possible from the historic building's appearance. Although it may not be necessary in every preservation project, stabilization is nonetheless an integral part of the treatment **Preservation**; it is equally applicable, if circumstances warrant, for the other treatments.

Protect and Maintain Historic Materials and Features

After identifying those materials and features that are important and must be retained in the process of **Preservation** work, then **protecting and maintaining** them are addressed. Protection generally involves the least degree of intervention and is preparatory to other work. For example, protection includes the maintenance of historic materials through treatments such as rust removal, caulking, limited paint removal, and reapplication of protective coatings; the cyclical cleaning of roof gutter systems; or installation of fencing, alarm systems and other temporary protective measures. Although a historic building will usually require more extensive work, an overall evaluation of its physical condition should always begin at this level.

Repair (Stabilize, Consolidate, and Conserve) Historic Materials and Features

Next, when the physical condition of character-defining materials and features requires additional work, **repairing by stabilizing, consolidating, and conserving** is recommended. **Preservation** strives to retain existing materials and features while employing as little new material as possible. Consequently, guidance for repairing a historic material, such as masonry, again begins with the least degree of intervention possible such as strengthening fragile materials through consolidation, when appropriate, and repointing with mortar of an appropriate strength. Repairing masonry as well as wood and architectural metal features may also include patching, splicing, or otherwise reinforcing them using recognized preservation methods. Similarly, within the treatment **Preservation**, portions of a historic structural system could be reinforced using contemporary materials such as steel rods. All work should be physically and visually compatible, identifiable upon close inspection and documented for future research.

Limited Replacement In Kind of Extensively Deteriorated Portions of Historic Features

If repair by stabilization, consolidation, and conservation proves inadequate, the next level of intervention involves the **limited replacement in kind** of extensively deteriorated or missing parts of features when there are surviving prototypes (for example, brackets, dentils, steps, plaster, or portions of slate or tile roofing). The replacement material needs to match the old both physically and visually, *i.e.*, wood with wood, etc. Thus, with the exception of hidden structural reinforcement and new mechanical system components, substitute materials are not appropriate in the treatment **Preservation**. Again, it is important that all new material be identified and properly documented for future research.

STANDARDS FOR RESTORATION

Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

1. A property will be used as it was historically or be given a new use which reflects the property's restoration period.
2. Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces, and spatial relationships that characterize the period will not be undertaken.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Materials, features, spaces, and finishes that characterize other historical periods will be documented prior to their alteration or removal.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
6. Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials.
7. Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
8. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
9. Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
10. Designs that were never executed historically will not be constructed.

GUIDELINES FOR RESTORING HISTORIC BUILDINGS

Rather than maintaining and preserving a building as it has evolved over time, the expressed goal of the **Standards for Restoration and Guidelines for Restoring Historic Buildings** is to make the building appear as it did at a particular - and most significant - time in its history. First, those materials and features from the "restoration period" are identified, based on thorough historical research. Next, features from the restoration period are maintained, protected, repaired (i.e., stabilized, consolidated, and conserved), and replaced, if necessary. As opposed to the treatment **Preservation**, the scope of work in **Restoration** can

include removal of features from other periods; missing features from the restoration period may be replaced, based on documentary and physical evidence, using traditional materials or compatible substitute materials. The final guidance emphasizes that only those designs that can be documented as having been built should be recreated in a restoration project.

Identify, Retain, and Preserve Materials and Features from the Restoration Period

The guidance for the treatment **Restoration** begins with recommendations to identify the form and detailing of those existing architectural materials and features that are significant to the restoration period as established by historical research and documentation. Thus, guidance on **identifying, retaining, and preserving features** from the restoration period is always given first. The historic building's appearance may be defined by the form and detailing of its exterior materials, such as masonry, wood, and metal; exterior features, such as roofs, porches, and windows; interior materials, such as plaster and paint; and interior features, such as moldings and stairways, room configuration and spatial relationships, as well as structural and mechanical systems; and the building's site and setting.

Protect and Maintain Materials and Features from the Restoration Period

After identifying those existing materials and features from the restoration period that must be retained in the process of **Restoration** work, then *protecting and maintaining* them is addressed. Protection generally involves the least degree of intervention and is preparatory to other work. For example, protection includes the maintenance of historic material through treatments such as rust removal, caulking, limited paint removal, and re-application of protective coatings; the cyclical cleaning of roof gutter systems; or installation of fencing, alarm systems and other temporary protective measures. Although a historic building will usually require more extensive work, an overall evaluation of its physical condition should always begin at this level.

Repair (Stabilize, Consolidate, and Conserve) Materials and Features from the Restoration Period

Next, when the physical condition of restoration period features requires additional work, repairing by **stabilizing, consolidating, and conserving** is recommended. **Restoration** guidance focuses upon the preservation of those materials and features that are significant to the period. Consequently, guidance for repairing a historic material, such as masonry, again begins with the least degree of intervention possible, such as strengthening fragile materials through consolidation, when appropriate, and repointing with mortar of an appropriate strength. Repairing masonry as well as wood and architectural metals includes patching, splicing, or otherwise reinforcing them using recognized preservation methods. Similarly, portions of a historic structural system could be reinforced using contemporary material such as steel rods. In **Restoration**, repair may also include the limited replacement in kind --or with compatible substitute material-- of extensively deteriorated or missing parts of existing features when there are surviving prototypes to use as a model. Examples could include terra-cotta brackets, wood balusters, or cast iron fencing.

Replace Extensively Deteriorated Features from the Restoration Period

In **Restoration**, replacing an entire feature from the restoration period (i.e., a cornice, balustrade, column, or stairway) that is too deteriorated to repair may be appropriate. Together with documentary evidence, the form and detailing of the historic feature should be used as a model for the replacement. Using the same kind of material is preferred; however, compatible substitute material may be considered. All new work should be unobtrusively dated to guide future research and treatment. If documentary and physical evidence are not available to provide an accurate recreation of missing features, the treatment Rehabilitation might be a better overall approach to project work.

Remove Existing Features from Other Historic Periods

Most buildings represent continuing occupancies and change over time, but in **Restoration**, the goal is to depict the building as it appeared at the most significant time in its history. Thus, work is included to remove or alter existing historic features that do not represent the restoration period. This could include features such as windows, entrances and doors, roof dormers, or landscape features. Prior to altering or

removing materials, features, spaces, and finishes that characterize other historical periods, they should be documented to guide future research and treatment.

Re-Create Missing Features from the Restoration Period

Most **Restoration** projects involve re-creating features that were significant to the building at a particular time, but are now missing. Examples could include a stone balustrade, a porch, or cast iron storefront. Each missing feature should be substantiated by documentary and physical evidence. Without sufficient documentation for these "re-creations," an accurate depiction cannot be achieved. Combining features that never existed together historically can also create a false sense of history. Using traditional materials to depict lost features is always the preferred approach; however, using compatible substitute material is an acceptable alternative in **Restoration** because, as emphasized, the goal of this treatment is to replicate the "appearance" of the historic building at a particular time, not to retain and preserve all historic materials as they have evolved over time.

Energy Efficiency / Accessibility Considerations / Health and Safety Code Considerations

These sections of the **Restoration** guidance address work done to meet accessibility requirements and health and safety code requirements; or limited retrofitting measures to improve energy efficiency. Although this work is quite often an important aspect of restoration projects, it is usually not part of the overall process of protecting, stabilizing, conserving, or repairing features from the restoration period; rather, such work is assessed for its potential negative impact on the building's historic appearance. For this reason, particular care must be taken not to obscure, damage, or destroy historic materials or features from the restoration period in the process of undertaking work to meet code and energy requirements.

APPENDIX D: SAMPLE STEWARDSHIP AGREEMENT

THIS STEWARDSHIP AGREEMENT is made the ____ day of _____, 20____, by (hereinafter referred to as the "Owner") and in favor of the State acting through the Director of the Maine Historic Preservation Commission (hereinafter referred to as the "Grantee") for the purpose of the preservation or restoration of a certain Property known as the [enter the property name], located at [enter the street address, city, and county], Maine, which is owned in fee simple by the Owner and is listed in the National Register of Historic Places.

The Property is comprised essentially of grounds, collateral or appurtenant improvements, and is known as the [enter the property name]. The Property is more particularly described in the _____ County Registry of Deeds, Book number _____ and Page number _____.

In consideration of the sum of [enter grant award] received in grant-in-aid assistance through the Grantee from the National Park Service, United States Department of the Interior, the Owner hereby agrees to the following for a period of five (5) years:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property, in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places.
2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Grantee.
3. The Owner agrees that the Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.
4. The Owner agrees to provide public access to view the grant-assisted work or property no less than 12 days a year on an equitably spaced basis. At the Owner's option, the property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The ___[Owner]___ agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Maine Historic Preservation Commission.
6. The Owner further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with grant funds are not visible from the public way, notification will be published in newspapers of general circulation in the community area in which the Property

is located giving dates and times when the Property will be open. Documentation of such notice will be furnished annually to the Maine Historic Preservation Commission during the term of the agreement.

7. The agreement shall be enforceable in specific performance by a court of competent jurisdiction.

8. SEVERABILITY CLAUSE

It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

Signature of Grantee (Director)

Signature of Owner

Date of Signature

Date of Signature

Witnessed by Notary Public

Witnessed by Notary Public

APPENDIX E: SAMPLE PRESERVATION AGREEMENT

HISTORIC PRESERVATION FUND CERTIFIED LOCAL GOVERNMENT GRANT PRESERVATION AGREEMENT

THIS CONVEYANCE is made this [date] day of [month], 20[yr] pursuant to 33 MRSA §§ 1551-1555 by and between the [property owner], a non-profit organization having its location in [town], Maine, hereinafter sometimes called the Grantor, and the State of Maine through the Director of the Maine Historic Preservation Commission, hereinafter sometimes called the Grantee.

WITNESSETH

WHEREAS THE Grantor is owner of certain premises known as the [name of property] located at [street address], [town], [county], Maine, which premises has been listed in the National Register of Historic Places under the National Historic Preservation Act of 1966 (P.L. 89665, 16 U.S.C. § 470a, *et. seq.*); and

WHEREAS THE State of Maine through the Director of the Maine Historic Preservation Commission is presently responsible for precluding any activity or omission at the premises which would destroy or impair its value to the public as an historic place; and

WHEREAS THE Grantor is willing to grant to the State of Maine the preservation interest as hereinafter expressed for the purpose of insuring that the value of the premises for such purposes will not be destroyed or impaired;

NOW THEREFORE in consideration of the sum of One Dollar and other valuable consideration paid to the Grantor, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey, with covenant of warranty, to the State of Maine a preservation interest in the following described lots or parcel of land, with the buildings and improvements thereon (the real property together with the buildings and improvements thereon and the fixtures attached thereto and the appurtenances thereof, being hereinafter collectively referred to as the "Property") located in [town, county], Maine and described in the [county name] County Registry of Deeds, Book number _____, Page number _____.

The preservation interest herein granted shall be of the nature and character hereinafter expressed and shall be binding upon the Grantor; its successors and assigns.

The Property is comprised of grounds, collateral or appurtenant improvements, and the [property name]. The [property name] is more particularly described as follows:

[Insert property description here]

The foregoing description of the [property name] may be amended, replaced, or elaborated upon in more detail, and a description of the style, landscaping and similar particulars of the grounds, and any collateral or appurtenant improvements on the Property may be added, by an instrument in writing, signed by both parties hereto, making reference to this Preservation Agreement and filed of record in the [county name] County Registry of Deeds. If and when such an instrument is placed of record, it shall be deemed to be a part of this Preservation Agreement as if set out herein.

CERTIFIED LOCAL GOVERNMENT GRANTS MANUAL

For the purpose of preserving, protecting, maintaining the Property, including its significance and value to the public as an historic place, the Grantor does hereby covenant and agree, on behalf of itself, its successors and assigns with the Grantee, its successors and assigns, to the following for a period of [] () years [enter the required term]:

1. The grantor agrees to assume the cost of continued maintenance and repair of the property, in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (see 36 C.F.R. Part 67), so as to preserve the architectural, historical, or archaeological integrity of the property in order to protect and enhance those qualities that made the property eligible for listing in the National Register of Historic Places. Nothing in this agreement shall prohibit the grantor from seeking financial assistance from any source available to him.
2. No construction, alteration, remodeling, changes of color or surfacing, or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect the structural integrity, the appearance, the cultural use, or archaeological value of the Property without the express prior written approval of the State of Maine through the Director of the Maine Historic Preservation Commission, or any successor agency.
3. Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the terms and conditions of this Preservation Agreement are being complied with.
4. Grantor agrees to provide public access to view the grant-assisted work or property no less than 12 days a year on an equitably spaced basis. At the Grantor's option, the property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Maine Historic Preservation Commission.
6. If the Grantor fails to observe or if the Grantor violates any covenant, agreement, or provision contained herein, then the Grantee shall in addition to all other remedies available at law or in equity, have the right to enforce this Preservation Agreement, including each of its provisions, by specific performance or injunctive relief.
7. The Preservation Agreement set forth herein is intended by the parties hereto to preserve the historic integrity of the Property pursuant to the provisions of 33 MRSA §§ 1551-1555, or other provisions of law that may be applicable.
8. This Preservation Agreement provides the Grantee with additional legal rights and does not supercede or replace any pre-existing legal obligations of the Grantor or legal rights of the Grantee.
9. The Preservation Agreement set forth herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns. **TO HAVE AND TO HOLD** the aforegranted and bargained Preservation Agreement with all the privileges and appurtenances thereof to the said State of Maine through the Director of the Maine Historic Preservation Commission,

its successors and assigns, to its and their use and behoof for a period of [X]years from and after the date hereof.

10. SEVERABILITY CLAUSE

It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, The [property owner], signed by _____, _____, and _____, its officers duly authorized and have hereunto set hand and seal for the purpose set forth above, all as of the day and year first written above.

[PROPERTY OWNER]

By _____

Then personally appeared the above named _____, _____, and _____, of the [property owner], and acknowledged the foregoing instrument to be their free act and deed in said capacity and the free act and deed of the [property owner], [town], Maine.

Before me, Notary Public Date

STATE OF MAINE

By _____
Name: _____
Title: ___Director_____

Then personally appeared the above named _____, of the Maine Historic Preservation Commission, and acknowledged the foregoing instrument to be his free act and deed.

Before me, Notary Public Date

APPENDIX F: FORMAT FOR FINAL PROJECT REPORT

Development Projects

The following material will form the basis for the final project report for each development project.

PART 1

Property and Ownership Identification

1. National Register name and address of the assisted property.
2. Name and address of the property's owner.
3. Name and address of architectural/engineering firm.
4. Dates of project work (including development of plans and specifications).

Fiscal Report

1. Total project cost, including Maine Historic Preservation Commission share.
2. Final work cost breakdown.
3. Brief narrative explaining any differences between original work cost estimates and final costs.

PART 2

Case Study Narrative

1. Brief (one to two pages) narrative of preservation or restoration needs prior to grant award.
2. At least one 4"x6" color photograph of the condition of each work category prior to grant funded work.
3. At least one 4"x6" color photograph of work in progress for each work category.
4. At least one 4"x6" color photograph of work completed for each work category.
5. Brief (one to two pages) narrative of completed project work, including reference to consultants' reports, test results, and products and materials used to accomplish the preservation or restoration objective(s).
6. A proposed maintenance schedule based upon the particular problems encountered and addressed.
7. Brief (one to two pages) narrative of preservation problems that still need to be addressed.

Survey, Education, Planning, National Register Listing and Pre-Development Projects

The following material will form the basis for the final project report for non-development projects.

PART 1

Property and Ownership Identification

1. National Register name and address of the assisted property.
2. Name and address of the property's owner.
3. Name and address of consultants.
4. Dates of project work (including development of plans and specifications).

Fiscal Report

1. Total project cost, including Maine Historic Preservation Commission share.
2. Final work cost breakdown.
3. Brief narrative explaining any differences between original work cost estimates and final costs.

PART 2

Case Study Narrative

1. Brief (one to two pages) narrative of need prior to grant award.
2. Brief (one to two pages) narrative of completed project work, including reference to consultant's reports, test results, and products and materials used to accomplish the project objective(s).
3. Brief (one to two pages) narrative of describing next steps or problems that still need to be addressed.

APPENDIX E: CERTIFIED LOCAL GOVERNMENT INFORMATION SHEET

The Certified Local Government program was authorized by the National Historic Preservation Act Amendments of 1980 to recognize local preservation expertise and to provide more formal participation by communities in Federal and State historic preservation programs.

WHAT IS A CERTIFIED LOCAL GOVERNMENT?

A certified Local Government is any city, county, town, township, municipality, or borough or any other general purpose subdivision which meets the following criteria and has been certified by the Department of the Interior through the State Historic Preservation Office:

1. Enforces appropriate State or Local legislation for the designation and protection of historic properties.
2. Has established an adequate and qualified historic preservation review commission by State or Local legislation.
3. Maintains a system for the survey and inventory of historic properties.
4. Provides for adequate public participation in the local nominating properties to the National Register of Historic Places.
5. Satisfactorily performs the responsibilities delegated to it under this law.

A Certified Local Government is not the same as certifying a local or State ordinance for use with the Federal Investment Tax Credit Program.

WHAT BENEFIT IS IT TO BECOME A CERTIFIED LOCAL GOVERNMENT?

Once certified by the State Historic Preservation Officer, a certified local government will be able to apply to obtain:

1. Part of at least 10% of the total Federal allocation to the State Historic Preservation Officer.
2. Responsibility for reviewing National Register nominations within the boundaries of the municipality before they are sent to the State level for review and any other responsibilities delegated to it by consent from the State Historic Preservation Office.
3. Eligibility to apply for pre-development (plans and specifications) and development grants.

WHAT ARE THE MINIMUM STANDARDS?

In order to become a Certified Local Government a community must meet the above criteria (1-5) as defined in minimum standards formulated in each State by the State Historic Preservation Office in consultation with local landmark and historic district commissions or architectural review boards.

Municipalities are urged to contact the Commission for information on minimum CLG standards.

APPENDIX H: Archeological Documentation Standards and Guidelines

Archaeological Documentation Standards

Archeological documentation is a series of actions applied to properties of archeological interest. Documentation of such properties may occur at any or all levels of planning, identification, evaluation or treatment. The nature and level of documentation is dictated by each specific set of circumstances. Archeological documentation consists of activities such as archival research, observation and recording of above-ground remains, and observation (directly, through excavation, or indirectly, through remote sensing) of below-ground remains.

Archeological documentation is employed for the purpose of gathering information on individual historic properties or groups of properties. It is guided by a framework of objectives and methods derived from the planning process, and makes use of previous planning decisions, such as those on evaluation of significance. Archeological documentation may be undertaken as an aid to various treatment activities, including research, interpretation, reconstruction, stabilization and data recovery when mitigating archeological losses resulting from construction. Care should be taken to assure that documentation efforts do not duplicate previous efforts.

Standard I. Archeological Documentation Activities Follow an Explicit Statement of Objectives and Methods that Respond to Needs Identified in the Planning Process

Archeological research and documentation may be undertaken to fulfill an number of needs, such as overviews and background studies for planning interpretation or data recover to mitigate adverse effects. The planning needs are articulated in a statement of objectives to be accomplished by the archeological documentation activities. The statement of objectives guides the selection of methods and techniques of study and provides a comparative framework for evaluation and deciding the relative efficiency of alternatives. Satisfactory documentation involves the use of archeological and historic sources, as well as those of other disciplines. The statement of objectives usually takes the form of a formal and explicit research design which has evolved from the interrelation of planning needs, current knowledge, resource value and logistics.

Standard II. The Methods and Techniques of Archeological Documentation are Selected to Obtain the Information Required by the Statement of Objectives

The methods and techniques chose for archeological documentation should be the most effective, least destructive, most efficient and economical means of obtaining the needed information. Methods and techniques should be selected so that the results may be verified if necessary. Non-destructive techniques should be used whenever appropriate. The focus on stated objectives should be maintained throughout the process of study and documentation.

Standard III. The Results of Archeological Documentation are Assessed Against the Statement of Objectives and Integrated into the Planning Process

One product of archeological documentation is the recovered data; another is the information gathered about the usefulness of the statement of objectives itself. The recovered data are assessed against the objectives to determine how they meet the specified planning needs. Information related to archeological site types, distribution, and density should be integrated in planning at the level of identification and evaluation, information and data concerning intra-site structure may be needed for developing mitigation strategies and are appropriately integrated at this level of planning. The results of data analyses are integrated into the body of current knowledge. The utility of the method of approach and the particular techniques which were used in the investigation (i.e. the research design) should be assessed so that the objectives of future documentation efforts may be modified accordingly.

Standard IV. The Results of Archeological Documentation are Reported and Made Available to the Public
Results may be accessible to a broad range of users including appropriate agencies, the professional community, and the general public. Results should be communicated in reports that summarize the objectives, methods, techniques, and results of the documentation activity, and identify the repository of the materials and information so that additional detailed information can be obtained, if necessary. The public may also benefit from the knowledge obtained from archeological documentation through pamphlets, brochures, leaflets, displays and exhibits, or by slide, film or multimedia productions. The goal of disseminating information must be balanced, however, with the need to protect sensitive information whose disclosure might result in damage to properties. Curation arrangements sufficient to preserve artifacts, specimens, and records generated by the investigation must be provided for to assure the availability of these materials for future use.

Archeological Documentation Guidelines

Introduction

These Guidelines link the Standards for Archeological Documentation with more specific guidance and technical information. They describe one approach to meeting the Standards for Documentation. Agencies, organizations or individuals proposing to approach archeological documentation differently may wish to review their approach with the National Park Service.

The Guidelines are organized as follows:

Archeological Documentation Objectives

Documentation Plan

Methods

Reporting Results

Curation

Recommended Sources of Technical Information (Note: These sources are outdated and not included here.)

1. Collection of base-line data;
2. Problem-oriented research directed toward particular data gaps recognized in the historic context(s);
3. Preservation or illustration of significance which has been identified for treatment by the planning process;
or
4. Testing of new investigative or conservation techniques, such as the effect of different actions such as forms of site burial (aqueous or nonaqueous).

Many properties having archeological components have associative values as well as research values. Examples include Native American sacred areas and historic sites such as battlefields. Archeological documentation may preserve information or data that are linked to the identified values that a particular property possesses. Depending on the property type and the range of values represented by the property, it may be necessary to recover information that relates to an aspect of the property's significance other than the specified research questions. It is possible that conflicts may arise between the optimal realizations of research goals and other issues such as the recognition/protection of other types of associative values. The research design for the archeological documentation should provide for methods and procedures to resolve such conflicts, and for the close coordination of the archeological research with the appropriate ethnographic, social or technological research.

Archeological Documentation Objectives

The term "archeological documentation" is used here to refer specifically to any operation that is performed using archeological techniques as a means to obtain and record evidence about past human activity that is of importance to documenting history and prehistory in the United States. Historic and prehistoric properties may be important for the data they contain, or because of their association with important persons, events, or

processes, or because they represent architectural or artistic values, or for other reasons. Archeological documentation may be an appropriate option for application not only to archeological properties, but to aboveground structures as well, and may be used in collaboration with a wide range of other treatment activities. If a property contains artifacts, features, and other materials that can be studied using archeological techniques, then archeological documentation may be selected to achieve particular goals of the planning process, such as to address a specified information need, or to illustrate significant associative values. Within the overall goals and priorities established by the planning process, particular methods of investigation are chosen that best suit the types of study to be performed.

Relationship of archeological documentation to other types of documentation or other treatments:
Archeological documentation is appropriate for achieving any of various goals, including:

Documentation Plan

Research Design: Archeological documentation can be carried out only after defining explicit goals and a methodology for reaching them. The goals of the documentation effort directly reflect the goals of the preservation plan and the specific needs identified for the relevant historic contexts. In the case of problem oriented archeological research, the plan usually takes the form of a formal research design, and includes, in addition to the items below, explicit statements of the problem to be addressed and the methods or tests to be applied. The purpose of the statement of objectives is to explain the rationale behind the documentation effort; to define the scope of the investigation; to identify the methods, techniques, and procedures to be used; to provide a schedule for the activities; and to permit comparison of the proposed research with the results. The research design for an archeological documentation effort follows the same guidelines as those for identification (see the Guidelines for Identification) but has a more property-specific orientation.

The research design should draw upon the preservation plan to identify:

1. Evaluated significance of the property(ies) to be studied;
2. Research problems or other issues relevant to the significance of the property.
3. Prior research on the topic and property type; and how the proposed documentation objectives are related to previous research and existing knowledge;
4. The amount and kinds of information (data) required to address the documentation objectives and to make reliable statements including at what point information is redundant and documentation efforts have reached a point of diminishing returns;
5. Methods to be used to find the information; and
6. Relationship of the proposed archeological investigation to anticipated historical or structural documentation, or other treatments. The primary focus of archeological documentation is on the data classes that are required to address the specified documentation objectives. This may mean that other data classes are deliberately neglected. If so, the reasons for such a decision should be carefully justified in terms of the preservation plan.

Archeological investigations seldom are able to collect and record all possible data. It is essential to determine the point at which further data recovery and documentation fail to improve the usefulness of the archeological information being recovered. One purpose of the research design is to estimate those limits in advance and to suggest at what point information becomes duplicative. Investigation strategies should be selected based on these general principles, considering the following factors:

1. Specific data needs;
2. Time and funds available to secure the data; and
3. Relative cost efficiencies of various strategies.

Responsiveness to the concerns of local groups (e.g., Native American groups with ties to specific properties) that was built into survey and evaluation phases of the preservation plan, should be maintained in

archeological investigation, since such activity usually involve, site disturbance. The research design, in addition to providing for appropriate ethnographic research and consultation, should consider concerns voiced in previous phases. In the absence of previous efforts to coordinate with local or other interested groups, the research design should anticipate the need to initiate appropriate contracts and provide a mechanism for responding to sensitive issues, such as the possible uncovering of human remains or discovery of sacred areas.

The research design facilitates an orderly, goal directed and economical project. However, the research design must be flexible enough to allow for examination of unanticipated but important research opportunities that arise during the investigation.

Documentation Methods

Background Review: Archeological documentation usually is preceded by, or integrated with historical research (i.e. that intensive background information gathering including identification of previous archeological work and inspection of museum collections; gathering relevant data on geology, botany, urban geography and other related disciplines; archival research; informant interviews, or recording of oral tradition, etc.).

Depending on the goals of the archeological documentation, the background historical and archeological research may exceed the level of research accomplished for development of the relevant historic contexts or for identification and evaluation, and focuses on the unique aspects of the property to be treated. This assists in directing the investigation and locates a broader base of information than that contained in the property itself for response to the documentation goals. This activity is particularly important for historic archeological properties where information sources other than the property itself may be critical to preserving the significant aspects of the property. (See the Secretary of the Interior's Standards and Guidelines for Historical Documentation for discussion of associated research activities.)

Field Studies: The implementation of the research design in the field must be flexible enough to accommodate the discovery of new or unexpected data classes or properties, or changing field conditions. A phased approach may be appropriated when dealing with large complex properties or groups of properties, allowing for changes in emphasis or field strategy, or termination of the program, based on analysis of recovered data at the end of each phase. Such an approach permits the confirmation of assumptions concerning property extent, content or organization which had been made based on data gathered from identification and evaluation efforts, or the adjustment of those expectations and resulting changes in procedure. In some cases a phased approach may be necessary to gather sufficient data to calculate the necessary sample size for a statistically valid sample. A phased documentation program may often be most cost-effective, in allowing for early termination of work if the desired objectives cannot be achieved.

Explicit descriptive statements of and justification for field study techniques are important to provide a means of evaluating results. In some cases, especially those employing a sampling strategy in earlier phases (such as identification or evaluation), it is possible to estimate parameters of certain classes of data in a fairly rigorous statistical manner. It is thus desirable to maintain some consistency in choice of sampling designs throughout multiple phases of work at the same property. Consistency with previously employed area sampling frameworks also improves potential replication in terms of later locating sampled and unsampled areas. It often is desirable to estimate the nature and frequency of data parameters based on existing information or analogy to other similar cases. These estimates may then be tested in field studies.

An important consideration in choosing methods to be used in the field studies should be assuring full, clear, and accurate descriptions of all field operations and observations, including excavation and recording techniques and stratigraphic or inter-site relationships.

To the extent feasible, chosen methodologies and techniques should take into account the possibility that future researchers will need to use the recovered data to address problems not recognized at the time the data were recovered. The field operation may recover data that may not be fully analyzed; this data, as well as

the data analyzed, should be recorded and preserved in a way to facilitate future research.

A variety of methodologies may be used. Choices must be explained, including a measure of cost-effectiveness relative to other potential choices. Actual results can then be measured against expectations, and the information applied later in similar cases.

Destructive methods should not be applied to portions or elements of the property if nondestructive methods are practical. If portions or elements of the property being documented are to be preserved in place, the archeological investigation should employ methods that will leave the property as undisturbed as possible. However, in cases where the property will be destroyed by, for example, construction following the investigation, it may be most practical to gather the needed data in the most direct manner, even though that may involve use of destructive techniques.

Logistics in the field, including the deployment of personnel and materials and the execution of sampling strategies, should consider site significant, anticipated location of most important data, cost effectiveness, potential time limitations and possible adverse environmental conditions.

The choice of methods for recording data gathered in the field should be based on the research design. Based on that statement, it is known in advance of field work what kinds of information are needed for analysis; record-keeping techniques should focus on these data. Field records should be maintained in a manner that permits independent interpretation in so far as possible. Record-keeping should be standardized in format and level of detail.

Archeological documentation should be conducted under the supervision of qualified professionals in the disciplines appropriate to the data that are to be recovered. When the general public is directly involved in archeological documentation activities, provision should be made for training and supervision by qualified professionals. (See the Professional Qualifications Standards.)

Analysis: Archeological documentation is not completed with field work; analysis of the collected information is an integral part of the documentation activity, and should be planned for in the research design. Analytical techniques should be selected that are relevant to the objectives of the investigation. Forms of analysis that may be appropriate, depending on the type of data recovered and the objectives of the investigation, include but are not limited to: studying artifact types and distribution; radiometric and other means of age determination; studies of soil stratigraphy, studies of organic matter such as human remains, pollen, animal bones, shells and seeds; study of the composition of soils and study of the natural environment in which the property appears.

Reporting Results

Report Contents: Archeological documentation concludes with written report(s) including minimally the following topics:

1. Description of the study area;
2. Relevant historical documentation/background research;
3. The research design;
4. The field studies as actually implemented, including any deviation from the research design and the reason for the changes;
5. All field observations;
6. Analyses and results, illustrated as appropriate with tables, charts, and graphs;
7. Evaluation of the investigation in terms of the goals and objectives of the investigation, including discussion of how well the needs dictated by the planning process were served;
8. Recommendations for updating the relevant historic contexts and planning goals and priorities and generation of new or revised information needs;
9. Reference to on-going or proposed treatment activities, such as structural documentation, stabilization, etc.;

and

10. Information on the location of original data in the form of fieldnotes, photographs, and other materials.

Some individual property information, such as specific locational data, may be highly sensitive to disclosure, because of the threat of vandalism. If the objectives of the documentation effort are such that a report containing confidential information such as specific site locations or information on religious practices is necessary, it may be appropriate to prepare a separate report for public distribution. The additional report should summarize that information that is not under restricted access in a format most useful to the expected groups of potential users. Peer review of draft reports is recommended to ensure that state-of-the-art technical reports are produced.

Availability: Results must be made available to the full range of potential users. This can be accomplished through a variety of means including publication of results in monographs and professional journals and distribution of the report to libraries or technical clearinghouses such as the National Technical Information Service in Springfield, Virginia.