

**STATE OF MICHIGAN**  
**MICHIGAN STRATEGIC FUND**  
**CERTIFIED LOCAL GOVERNMENT AGREEMENT**  
**FOR [NAME OF PROJECT]**  
**TO BE PERFORMED BY**  
**[NAME OF SUBGRANTEE]**

This Certified Local Government Grant Agreement (this "Agreement"), CFDA No. 15.904, Contract No. CG##-###, is made on [date] by and between the **MICHIGAN STRATEGIC FUND** (the "MSF") and the **[NAME OF SUBGRANTEE]** (the "Subgrantee") who take notice that:

The STATE HISTORIC PRESERVATION OFFICE (the "SHPO") (the SHPO, the MSF collectively, the "Grantee") was transferred to the MSF pursuant to Executive Order 2019-13. The SHPO is authorized by the UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE (the "Grantor"), pursuant to the National Historic Preservation Act of 1966; Pub. L. No. 89-665, as amended by Pub. L. No. 96-515; 54 U.S.C. §100101 *et seq.* (the "Act"), as amended, to provide funding and support to Certified Local Governments for historic preservation projects or programs of the Certified Local Governments.

The Grantee desires to aid the Subgrantee in its efforts to protect historically and architecturally significant buildings, structures, sites, and objects by [project description]; and

The Subgrantee desires to be aided with the activities as provided in this Agreement.

**THEREFORE, IT IS AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:**

**SECTION I  
PROJECT WORK SPECIFICATIONS**

- A. Project Objective.** The objective of this project is for the Subgrantee to [brief description of the scope of work] as detailed in the Scope of Work, attached hereto and incorporated into this Agreement as Exhibit A (the “Project Work”).
- B. Permits and Licenses.** The Subgrantee shall be responsible for obtaining any and all permits, licenses or other proper authorization or permission-related documents required for the performance of this Agreement.
- C. Ownership.** All documents and reports delivered to the Grantee under this Agreement shall become and be the property of the Grantee.

**SECTION II  
PERFORMANCE OF PROJECT WORK**

- A. Period of Performance.** Because federal budgetary constraints require the completion of the Project Work by a date certain, TIME IS OF THE ESSENCE to this Agreement. The performance of the Project Work shall begin on or after the execution date of this Agreement by the Grantee and shall be completed no later than August 31, 2027 (the “End Date”). Failure of the Subgrantee to satisfactorily complete all Project Work and activities, in the Grantee’s sole discretion, by the End Date shall render this Agreement voidable at the option of the Grantee. In the event this Agreement is voided, the Subgrantee shall not be entitled to any reimbursement under the terms of this Agreement. The End Date shall not be extended. Nothing in this provision shall be construed to limit or restrict the Grantee's right to terminate this Agreement for cause in accordance with Section X where the Subgrantee would be entitled to reimbursement in accordance with Section IX of this Agreement.
- B. Project Representatives.** The Subgrantee designates the following individual as project representative for all matters concerning this Agreement:

[Project Manager Name]  
[Subgrantee]  
[Address 1]  
[Address 2]  
Telephone: [Phone number]  
Email: [Email]

The Grantee designates the following individual as project representative to be the initial point of contact for all matters concerning this Agreement:

Alan Higgins, Grants Manager  
State Historic Preservation Office  
Michigan Strategic Fund  
300 N. Washington Square  
Lansing, MI 48913  
Phone: (517) 256-4358  
Email: Higgins3@michigan.gov

Except for changes to the performance schedule (the "Performance Schedule"), attached hereto and incorporated into this Agreement as Exhibit C, (excluding the End Date), the designated project representatives shall have no authority to make promises or binding obligations either for the Grantee or the Subgrantee, as such authority rests with the duly authorized persons executing this Agreement on behalf of the respective parties.

**C. Employees of Subgrantee/Contractor or Key Persons.**

1. The Subgrantee and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System ("Pensioned Retirees") who become employed by the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their state pension for the duration of their reemployment. PENSIONED RETIREES WHO PROVIDE OR RENDER SERVICES PURSUANT TO THIS AGREEMENT MAY HAVE TO FOREFEIT THEIR PENSIONS. THE SUBGRANTEE, ANY CONTRACTOR(S) AND ANY SUBCONTRACTOR(S) ACKNOWLEDGE THAT ALL PENSIONED EMPLOYEES THEY EMPLOY HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL TO DETERMINE IF THEY ARE AFFECTED BY PUBLIC ACT 95 OF 2007. THE SUBGRANTEE, ANY CONTRACTOR(S), ANY SUBCONTRACTOR(S) AND ANY PENSIONED RETIREES ACKNOWLEDGE AND AGREE THAT NEITHER THE STATE, NOR THE GRANTEE, NOR ITS EMPLOYEES, DIRECTORS, AGENTS NOR BOARD SHALL BE LIABLE TO THE SUBGRANTEE, ANY CONTRACTORS(S), ANY SUBCONTRACTOR(S) OR ANY PENSIONED RETIREE IN THE EVENT A PENSIONED RETIREE(S) FORFEITS HIS OR HER PENSION.

**D. Subcontracts.** In accordance with the bidding procedures in the Grantee's *Certified Local Government Grant Manual* (the "Grant Manual"), the Subgrantee, with the approval of the Grantee, may subcontract for the performance of the activities prescribed in this Agreement. The Subgrantee shall provide written notice to the Grantee of its bidding process and shall obtain approval from the Grantee before the bid process begins. Written notice shall be provided on three (3) separate occasions:

1. Before the bidding process begins. Notice shall consist of the Subgrantee's bid specifications and a description of the bidding process the Subgrantee intends to follow;

2. Before a winning bid proposal is selected. Notice shall consist of copies of the bid proposals received by the Subgrantee and rationale for selection of the subcontractor; and
3. After the Subgrantee has awarded a contract to a subcontractor approved by the Grantee. Notice shall contain a copy of the subcontract entered between the Subgrantee and its subcontractor.

The subcontract shall incorporate all the provisions of this Agreement by reference and/or attachment. Neither the decision to subcontract nor the consent of the Grantee to subcontracting shall modify the obligations of the Subgrantee under this Agreement. The Subgrantee shall be fully responsible for the noncompliance with this Agreement by its subcontractors and by persons directly or indirectly acting for such subcontractors the same as it is for the noncompliance attributable to the Subgrantee and persons acting for the Subgrantee.

The Subgrantee shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Subgrantee shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Grantee or otherwise deemed necessary in the opinion of the Subgrantee for enforcing compliance under such subcontracts.

Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Subgrantee, in performing its duties under this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Licensing and Regulatory Affairs, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failing to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC §158. The Grantee may void this Agreement if the name of the Subgrantee or the name of a subcontractor, manufacturer, or supplier used by the Subgrantee in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Subgrantee shall neither employ nor subcontract for a service under this Agreement with a party who is debarred or suspended under state or federal law, including but not limited to suspensions or debarments by the Grantee under Grantee Rules and/or as described in 43 CFR Part 12 *et seq.*

The Subgrantee shall perform cost or price analysis in connection with every proposed subcontract, including subcontract modifications. Each subcontract entered into shall provide for the payment of a specific amount of money for goods or services rendered. Costs or prices may be based on estimated costs to the extent that costs incurred or cost estimates are consistent with cost principles. The Subgrantee shall not enter into any subcontract that has been valued on the

basis of the subcontractor's cost plus a cost percentage, nor which has been valued on the basis of a percentage of construction costs.

- E. Records Maintenance and Disclosure.** The Subgrantee and its subcontractors shall properly maintain such project records and accounts as are prescribed by the Grantor or the Grantee. These records shall include but are not limited to: documentation of the receipt and disbursement of all funds involved in the grant; documentation of compliance with the terms of this Agreement; and documentation of employment practices and procedures. The Grantee may prescribe the requisite form of all such records to be maintained by the Subgrantee.

The Subgrantee shall be responsible for the maintenance and retention of proper records by its subcontractors. Upon request of the Grantor, the Grantee, the Comptroller General of the United States, or any of their duly authorized representatives (the "Agencies"), the Subgrantee and its subcontractors shall provide for and facilitate the Agencies access to, audit of, excerpts of, transcription of and examination of all books, audit reports, or records maintained in connection with the Grant. Each record must be retained and be available for inspection for three (3) years after final reimbursement is made by the Grantee under this Agreement and all pending matters are closed (the "Retention Period"). However, if any records are involved in any litigation, claim, or audit which arises before the expiration of the Retention Period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved or until the end of the Retention Period, whichever is later. The Agencies, upon request, shall be furnished with a copy of any such books and records.

All records pertinent to this grant are subject to public disclosure under the federal Freedom of Information Act, 5 U.S.C. § 552, as amended, unless determined to be exempt under that statute, the Act, and the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Subgrantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

- F. Repayment of Funds.** If at any time before the expiration of the Retention Period it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Subgrantee shall immediately repay the funds at issue upon demand by the Grantee.
- G. Reports.** The Subgrantee shall promptly submit to the project representative designated by either the Grantor or the Grantee any reports prescribed by this Agreement. Such reports shall include but not be limited to: progress reports; a report of all receipts, expenditures, project activities and accomplishments, including a comparison of the final budget to the approved project budget (the "Project Budget"), attached and incorporated into this Agreement as Exhibit B; and supporting documentation for claimed reimbursements. The Grantor or the Grantee shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Subgrantee.

Before the End Date, the Subgrantee shall submit to the Grantee both a final project completion report and a final and proper claim for expenditure reimbursement which shall be supported by documentation of the expenditures claimed.

If the End Date occurs in a fiscal year subsequent to the State of Michigan fiscal year in which this Agreement is executed, or is extended into a new fiscal year, the Subgrantee shall submit to the Grantee, by September 15th of the current year (1) a complete documentation of the first fiscal year's expenditures and (2) a progress report for the completion material described in this Agreement for that project period.

- H. Audit.** All local units of government receiving \$1,000,000.00 or more in federal grants or aid in a fiscal year shall comply with the audit requirements of the federal Office of Management and Budget as provided in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; 2 C.F.R. Part 200.500-200.521, Subpart F – Audit Requirements. Schedules of findings and questioned costs shall be submitted to the Grantee within 30 days after completion of the audit, but no later than nine (9) months after the end of the state's fiscal year in which the project was completed.

If an audit identifies any questioned costs in connection with the Project Work, the Subgrantee shall forward to the Grantee copies of the schedules of findings and questioned costs, accompanied by a check made payable to the Grantee in an amount equal to the funds which the Subgrantee received under this Agreement that are deemed a disallowed reimbursement through the audit.

- I. Inspection of Project Work.** The Agencies shall, at all times during the term of this Agreement, retain the right to monitor and inspect all Project Work, documents, reports, and activities provided for in this Agreement at reasonable times and upon reasonable notice. Upon request of the Agencies, the Subgrantee and its subcontractors shall provide for and facilitate the Grantor's or the Grantee's access to, audit of, excerpts of, transcription of and examination of the Project Work, documents, reports, and activities undertaken pursuant to this Agreement or to any documentation as, in the judgment of the Grantee or the Grantor's representatives, may be relevant to a question of compliance with this Agreement, or the effectiveness, legality, or achievements of the grant-assisted program. The Subgrantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

- J. Prohibited Interests and Conflicts of Interest.** The award and administration of this Agreement shall be accomplished free from bribery, graft, kickbacks, and other corrupt practices as provided in the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, and as supplemented by U.S. Department of Labor regulations, set forth at 29 C.F.R. Part 3.

In addition, every official, officer, agent, consultant, or employee of the Grantee who exercises or has exercised any functions or responsibilities with respect to this Agreement or who

is in a position to gain information not generally available to the general public with regard to this Agreement or who is authorized in an official capacity to negotiate, make, approve, or to take part in decisions regarding a subgrant, contract, subcontract, or other agreement in connection with this Agreement or the Project Work shall be prohibited from having any apparent or real financial or personal interest or benefit in such grants, contracts, and agreements. No member, officer, or employee of the Grantee, including the Board, shall have any interest in this Agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (*i.e.*, unpaid and the time not charged to this Grant).

Prior to the execution of this Agreement, the Subgrantee acknowledges and confirms that it has delivered to the Grantee a written list of all interests of the Subgrantee, or its officers, employees, and subcontractors, which may cause conflicts between the interests of those entities or parties and the interest of the Grantee. The Subgrantee further acknowledges that its employees, members, shareholders, agents, or subcontractors prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Further, should a conflict of interest arise during the term of this Agreement, the Subgrantee shall contact the Grantee immediately and describe in detail the conflict of interest.

- K. Prohibited Methods and Procedures.** The Subgrantee and its agents, employees, and representatives, in the course of the performance of services under this Agreement, shall not specify, recommend, use, or permit the use of any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission.

The Subgrantee shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

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, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 U.S.C. § 1913.

- L. Environmental Protection Standards.** The Subgrantee agrees to comply with all pertinent requirements of the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*, as amended, and Executive Orders 11288, 11990, and 11988; the Coastal Zone Management Act, 16 U.S.C. § 1451

*et seq.*, as amended; the Endangered Species Act, 16 U.S.C. § 1531 *et seq.*, as amended; the Wild and Scenic Rivers Act, 16 U.S.C. § 1271 *et seq.*, as amended; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, as amended; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, as amended; and the regulations and guidelines issued to implement the foregoing laws.

The Subgrantee agrees to promptly notify the Grantee of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency (the "EPA"), indicating that any facility used or to be used under this Agreement is under consideration for listing or has been listed on the EPA's list of violating facilities.

The Subgrantee agrees to require of every subcontractor, if any, the same certifications given above and to insert in every subcontract all other criteria and requirements of this provision. Further, the Subgrantee shall immediately take such affirmative or remedial action as the Grantee may direct as a means of enforcing such provisions.

**M. Political Activities.** The Subgrantee shall not expend any Grant funds for the purchase, lease, or use of equipment or premises for political purposes, for sponsoring or conducting candidate's meeting(s), for engaging in voter registration or voter transportation activity, or for any partisan political activities.

**N. Equal Employment Opportunity.** During performance of this Agreement, the Subgrantee covenants and assures that:

1. The Subgrantee and its subcontractors shall comply, and require compliance, with the conditions and obligations imposed on a recipient of federal financial assistance as set forth in Title VI of the Civil Rights Act of 1964; 42 U.S.C. § 2000d *et seq.*; Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*; Title V, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the rules, regulations, and guidelines promulgated pursuant to those acts; all applicable Executive Orders on equal employment opportunity, especially Executive Order 11246, as amended by Executive Order 11375, and as supplemented in U. S. Department of Labor regulations, 41 C.F.R. Part 60; as well as the following Michigan laws, 1976 PA 220; MCL 37.1101 *et seq.*, and 1976 PA 453; MCL 37.2101 *et seq.*, as amended.
2. Neither the Subgrantee nor its subcontractors shall discriminate against an employee or applicant for employment. The Subgrantee and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status. Such affirmative action shall include but not be limited to the following: employment, upgrading, demotion, and transfer; recruitment and recruitment advertising; layoff and termination; rates of pay and other forms of compensation; selection for training, including apprenticeships; and the conditions and privileges of employment.



3. Neither the Subgrantee nor its subcontractors shall discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, familial status, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement.
4. The Subgrantee and its subcontractors shall post, in conspicuous places available to employees and applicants for employment, notices setting forth all provisions of Section II(N.)(1-3).

The Subgrantee and its subcontractors shall post in conspicuous places, available to users of the Subgrantee's facility(s) and program(s), notices setting forth the following or its equivalent:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. 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:

Chief, Office of Equal Opportunity Programs  
United States Department of the Interior  
National Park Service  
1849 C Street, NW, MS-2740  
Washington, DC 20240

5. The Subgrantee and its subcontractors shall state in all solicitations or advertisements for employment placed by or on behalf of the Subgrantee or its subcontractors in connection with the work and activities described in this Agreement, that all qualified applicants will receive consideration for employment without regard to religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status which is unrelated to the individual's ability to perform the duties of a particular job or position.
6. The Subgrantee shall include the provisions of Section II(N.)(1-5) in all subcontracts for any work covered by this Agreement, so that such provisions shall be binding upon each subcontractor.
7. If the Subgrantee receives a complaint, in writing, alleging Title VI discrimination, the Subgrantee shall, within ten (10) days of receipt, forward the original complaint document to the Office for Equal Opportunity, U.S. Department of the Interior, 1849 C Street, NW, MS-2740 Washington, DC 20240. The Subgrantee shall likewise forward a copy of the complaint document to the Grantee.

8. The Subgrantee shall be fully accountable and responsible for ascertaining, implementing, and enforcing compliance with the enumerated provisions for equal employment opportunity. Breach of any covenant and assurance set forth in Section II(N.)(1-7) shall constitute a material and substantial breach of this Agreement and is cause for voiding this Agreement at the option of the Grantee.
9. The Subgrantee shall file with the Grantee a statement showing that there is a reasonable representation of minorities and women in all levels of the Subgrantee's work force and pledging that there exists equal opportunity to participate in and enjoy the benefits of all programs and activities without regard to religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status.

**O. Civil Rights.** The Subgrantee and its subcontractors shall sign a Civil Rights Assurance of Compliance statement and shall post it in conspicuous places, available to employees, applicants for employment, applicants and recipients of program or activity benefits, and users of the Subgrantee's facility(s) and program(s), and shall print in all grant-related handbooks, manuals, pamphlets, and other materials ordinarily distributed to the public, notices setting forth the following or its equivalent:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. 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:

Chief, Office of Equal Opportunity Programs  
United States Department of the Interior  
National Park Service  
1849 C Street, NW, MS-2740  
Washington, DC 20240

**P. Small, Women, and Minority Firms.** Affirmative steps shall be taken to assure that small, women, and minority businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

1. Including qualified small, women, and minority businesses on solicitation lists.
2. Assuring that small, women, and minority businesses are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, women, and minority business participation.

4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, women, and minority business.
5. Using the services and assistance of the federal Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as required.
6. If any subcontracts are to be let, the Subgrantee shall require the prime contractor to take the affirmative steps listed in Section II(P.)(1-5).

**Q. Inventions and Patents.** If any Grant-assisted activity or project produces patentable items, rights, processes, or inventions such fact shall be promptly and fully reported to the Grantor. Unless there is a prior agreement between the Subgrantee and the Grantor on disposition of such items, the Grantor will determine whether protection on the invention or discovery will be sought. The Grantor will also determine how the rights in the invention or discovery, including rights under any patent issued, will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy." 36 Federal Register 16889.

**R. Copyrights.** Except as otherwise provided in the terms of this Agreement, the author or Subgrantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Agreement. However, such materials shall include an acknowledgment of the Grantor's grant assistance. Further, as a condition of the grant assistance, the Subgrantee agrees to, and awards to the State of Michigan and to the United States Government and their officers, agents, and employees acting within the scope of their official duties (the "Governments"), a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright. The Subgrantee shall not include in the subject data of this Grant any copyrighted matter without the written approval of the copyright owner. Such approval shall include permission for the Governments, above, to use the material in the manner provided above.

Unless otherwise limited in this Agreement, the Governments may, without additional compensation to the Subgrantee, duplicate, use, and disclose all subject data in any manner and for all purposes whatsoever, and allow others to do so.

The Governments shall have the right at any time to modify, remove, obliterate, or ignore any marking not authorized by the terms of this Agreement on any piece of subject data furnished under this grant.

The term "subject data" used in this provision includes but is not limited to writings, technical reports, sound recordings, magnetic recordings, computer programs, computerized data bases, pictorial reproductions, plans, drawings, specifications, electronic applications, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are (1) submitted with a proposal or grant application; or (2) specified to be delivered under this Agreement; or (3) developed or produced and paid for in whole or in part by this Agreement. The

term does not include financial reports, cost analysis, and other information incidental to grant administration.

- S. Performance Schedule.** During the term of this Agreement, the Subgrantee agrees and assures that it shall complete the activities of this Agreement in accordance with the Performance Schedule.
- T. Disclosure of Information.** Neither the Subgrantee nor its agents or subcontractors shall disclose information or documents created in connection with this Agreement to any other party, without the prior written consent of the Grantee. Neither the Subgrantee nor its agents or subcontractors shall use information or documents created or maintained in connection with this Agreement to further any private interest other than as contemplated by this Agreement, without the prior written consent of the Grantee.

### **SECTION III PROJECT WORK FUNDING**

- A. Sources of Project Funding.** The Project Work described in this Agreement shall be financed in part by federal funds to be disbursed by the Grantee (the "Grant") and in part from other sources available to the Subgrantee. The Grantee, subject to the further terms of this Agreement, shall commit funds in an amount not to exceed [Amount of Grant Award] Dollars (\$XXXX.XX) (the "Award") to complete the Project Work. [Match language, if applicable.]
- B. Payment of Grant Funds.** The Grantee, subject to the terms of this Agreement, shall pay to the Subgrantee for proper and allowable expenditures made by the Subgrantee in connection with this Agreement, a total reimbursement not to exceed the amount of the Award. The obligation of the Grantee to pay such reimbursement is conditioned upon the Subgrantee meeting all of the following conditions to the satisfaction of the Grantee: (1) satisfactory performance and completion of the Project Work in accordance with this Agreement, (2) submission of a completion report within thirty (30) days following Grantee approval of the completed project, (3) submission of a comparison of the final budget to the Project Budget, and (4) a proper claim for reimbursement which shall be supported by documentation of the expenditures claimed. No reimbursement shall be made for unallowable or improper expenditures. In making the claim for reimbursement, the Subgrantee shall use the form entitled "Request for Reimbursement" provided by the Grantee.
- C. Allowable Expenditures.** Subject to the terms of this Agreement and in accordance with *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards*; 2 C.F.R. Part 200 *et seq.*, the Historic Preservation Fund Grant Manual (most recent edition) and the Grant Manual, the Subgrantee shall be reimbursed for no more than 100% of the costs incurred in connection with the Project Work undertaken following the execution of this Agreement.

Any Project Work expenditure incurred in the current fiscal year shall be fully documented by the Subgrantee. Likewise, any expenditure incurred in a subsequent fiscal year shall be fully

documented by the Subgrantee. Every request for reimbursement shall be submitted to the Grantee on a form prescribed by the Grantee and appropriate documentation shall be appended to the request. No expenses incurred for Project Work prior to the effective date of this Agreement or subsequent to the End Date shall be eligible for reimbursement.

Only direct expenditures for Project Work are eligible for reimbursement. Indirect expenditures are not eligible for reimbursement and the Grantee will automatically eliminate any expenses it deems to be an indirect expenditure from the Subgrantee's reimbursement requests.

Furthermore, the Subgrantee shall not be entitled to reimbursement for any costs the Grantor in its sole judgment deems unallowable. In no event, however, shall the Grantee's obligation to provide reimbursement for allowable expenditures exceed the Award.

- D. Repayment of Funds.** If this Agreement is terminated pursuant to Section X of this Agreement, the Subgrantee will be required to repay any federal funds previously disbursed for Project Work not meeting the requirements of this Agreement. If, at any time before the expiration of the Retention Period, it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Subgrantee shall immediately repay the funds at issue upon demand by the Grantee.

#### **SECTION IV NONASSIGNABILITY**

The Subgrantee shall not assign or otherwise transfer any interest in this Agreement or the project in any manner not provided for in this Agreement.

#### **SECTION V RESPONSIBILITY, INDEMNIFICATION & DELEGATION**

- A. Responsibility and Indemnification Obligation.** The Subgrantee shall be solely responsible for the acts, omissions, and negligence of its principals, employees, representatives, agents, and subcontractors. To the extent permissible by Michigan law, the Subgrantee shall indemnify and hold harmless the Grantee and its officers, agents, and employees from and against all claims, damages, losses, or expenses arising out of or resulting from the performance or non-performance of work under this Agreement. The indemnification established under this Section shall apply to any claim, damage, loss, or expense which is: (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting from injury or destruction, and (2) caused in whole or in part by any negligent act or omission, or any willful misconduct by the Subgrantee, any subcontractor, or anyone directly or indirectly employed by any one of them, or anyone for whose acts any one of them may be liable. The indemnification established under this Section shall apply regardless of whether the injury, sickness, disease, or death, or injury to or destruction of property is caused in part by a party indemnified by this Section.

This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.

**B. Non-Limitation.** In any and all claims against the Grantee or any of its officers, agents, or employees by an employee of the Subgrantee, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Subgrantee or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

**C. Delegation.** The Subgrantee shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Grantee has given written consent to the delegation. When submitting the request to subcontract, the subcontractor shall include the following information about the subcontractor:

1. Name of Subcontracting Firm;
2. Work that will be subcontracted;
3. Names of individuals who will perform the subcontracted work; and
4. List any and all Grantee programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.

Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Grantee shall be a material breach of this Agreement. In the event a subcontractor is approved by the Grantee, the Key Persons for the Subgrantee/Contractor shall be subject to the requirements set forth in Section II of this Agreement.

## **SECTION VI COMPLIANCE WITH LAWS, REGULATIONS, GUIDELINES, AND POLICIES**

The Subgrantee, in the performance of all activities under this Agreement, shall comply and require compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and of local government and shall neither commit nor permit any trespass upon any public or private property in the performance or attempted performance of any service or activity under this Agreement. The Subgrantee shall comply and require compliance with all requirements, limitations, regulations, rules, policies, guidelines, and interpretations which are made applicable to this Agreement by Executive Order of the President of the United States, by the Governor of the State of Michigan, by the Grantor, by the Michigan Attorney General, by the Grantee, by the U.S. Congress, or by the Michigan State Legislature, in connection with this grant and pursuant to the Act.

In addition to the terms detailed in this Agreement, all Federal requirements governing grants (2 C.F.R. Part 200, consolidating and/or superseding OMB Circulars A-87, A-21 or A-122, which concern cost

principles; A-102 or A-110, which concern administrative requirements; and A-133, which concern audit requirements) are applicable.

## **SECTION VII DISPUTE RESOLUTION**

Any dispute arising under this Agreement that is not amicably resolved by the parties shall be determined by the Grantee, which shall reduce its decision to writing and furnish a copy of it to the Subgrantee. The decision of the Grantee shall be final and shall control the subsequent dealings of the parties. The decision shall not bar the Subgrantee from seeking judicial review or other alternative recourse.

The occurrence of a dispute shall not excuse performance and compliance by the Subgrantee either prior to or during the pendency of the determination of the Grantee.

## **SECTION VIII MODIFICATIONS**

The Grantee or the Subgrantee may request modification of the Project Work, Project Budget, or Performance Schedule to be performed by the Subgrantee, provided that such a modification comports with the intents and purposes of this Agreement and is consistent with the Act, and the regulations, limitations, guidelines, policies, and interpretations prescribed by the Grantor pursuant to that Act. All requests for modification shall be submitted in written form by the duly authorized representative of the party requesting modification prior to their implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

The modification of a technical specification or procedure for Project Work that, if approved, will not affect or alter other terms of this Agreement may be accomplished by the written approval of the Grantee's designee. The modification shall not require the execution of an amendment to this Agreement, but shall constitute, upon proper approval, a part of this Agreement. Except for approved changes of technical specifications or procedures as above provided, the modification of any of the other terms of this Agreement shall not be valid unless such modification is first approved in writing by both the Grantee and Subgrantee and only if such modification, after approval, is incorporated in a written amendment of this Agreement which is executed by the Grantee and the Subgrantee.

The Grantee alone shall determine whether a requested modification constitutes a request for change of a technical specification or procedure which will not further affect or alter this Agreement or whether the requested modification constitutes a request for modifying the terms of this Agreement.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, or employee of the Grantee or Subgrantee, either before or after the execution of this Agreement, shall modify any of the terms of this Agreement unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement, in an amendment to this Agreement, or in a written approval with respect to the modification of a technical specification or procedure for performance of Project Work.

**SECTION IX  
TERMINATION OF AGREEMENT FOR UNAVAILABILITY OF STATE OR FEDERAL FUNDS**

It is the intent and understanding of both parties that this Agreement is contingent upon the receipt by the Grantee of federal funds pursuant to the Act, and/or the receipt of state funds appropriated by the Michigan State Legislature. If federal funds approved or obligated by the Grantor for administration by the Grantee in connection with this project are at any time rendered unavailable to the Grantee by the Grantor, or if state funds intended for expenditure to support this Agreement are made unavailable by the Michigan State Legislature or some other state funding authority, such as the Michigan Department of Technology, Management and Budget, the Grantee shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Subgrantee. Should this Agreement be terminated by reason of the unavailability of state or federal funds for the project purposes, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Subgrantee under this Agreement prior to the effective date of such termination shall be made accessible in the form of copies to both the Grantee and Grantor.

In the event of termination under this provision the Subgrantee shall be entitled to receive reimbursement for allowable expenditures incurred prior to the effective date of termination if the Grantor approves and releases funds for that reimbursement. Reimbursement to the Subgrantee, in the event of termination under this provision, shall be made in accordance with Section III of this Agreement.

**SECTION X  
WITHHOLDING OF FUNDS, SUSPENSION, AND TERMINATION OF AGREEMENT**

**A. Applicability.** When a Subgrantee has materially failed to comply with this Agreement's stipulations, terms, standards, or conditions, the Grantee may suspend the Grant, terminate the Grant for cause, or take such other remedies as may be legally available and appropriate under the circumstances. The approval of this Agreement and any subsequent payments made under this Agreement will not prevent the Grantee from withholding funds because of the Subgrantee's failure to comply with the requirements of this Agreement or observe applicable Federal or State requirements.

1. Withholding of payments. The Grantee may withhold payments otherwise due to a Subgrantee if the Subgrantee has failed to comply with the Agreement's reporting requirements, program objectives, or Award conditions (the "Deficiency"). The Grantee will provide a written advance notification to the Subgrantee identifying the Deficiency and declaring its intent to withhold future payments if the Deficiency is not corrected by a specific date (the "Cure Date"). If the Deficiency is not corrected by the Cure Date, the Grantee will notify the Subgrantee by letter that payments will not be made until the Deficiency is corrected. When the Deficiency is fully corrected, payments will be released. Continued noncompliance or a failure to act by the Subgrantee may result in suspension or termination of this Agreement. (Grant suspensions or terminations include not only payments being withheld, but also that no additional costs, or only



very limited additional costs, may be authorized by the Grantee to be incurred by the Subgrantee).

2. Suspension. Suspension is an action taken by the Grantee, which temporarily withdraws or limits a Subgrantee's authority to act or receive any benefits relating to the Agreement pending either (1) a corrective action by the Subgrantee as specified by the Grantee or (2) a decision by the Grantee to terminate the Agreement.
  - a. Notification. When a Subgrantee has materially failed to comply with the terms and conditions of this Agreement, the Grantee may suspend the Agreement, in whole or in part, after giving the Subgrantee 30 days written notice to provide the Subgrantee the opportunity to cure the condition or show cause as to why the Agreement should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Subgrantee, and the effective date of the suspension. The suspension may be made effective without previous notice in an emergency situation such as when a delayed effective date would unreasonably impair the Grantee's responsibility to protect the Government's interest.
  - b. Commitments. No commitment of funds incurred by the Subgrantee during a period of the suspension will be allowed under this Agreement, unless the Grantee expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subgrantee could not reasonably avoid during a period of suspension will be allowed if they result from charges properly incurred by the Subgrantee before the effective date of the suspension, and not in anticipation of suspension or termination.
  - c. Adjustments to payments. Appropriate adjustments to payments submitted by the Subgrantee after the effective date of suspension will be made either by withholding the payments or by not allowing the Subgrantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
  - d. Suspension period. A suspension will remain in effect until the Subgrantee has (1) taken corrective action to the satisfaction of the Grantee, (2) given written evidence satisfactory to the Grantee that corrective action will be taken, or (3) until the Grantee terminates the Agreement.
3. Termination. Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.
  - a. Termination for cause. The Grantee may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Subgrantee has failed to comply with the terms and conditions of this Agreement. The Grantee will promptly notify the Subgrantee in writing of the termination and provide the reasons for the termination, together with the effective date. Payments made to the Subgrantee or

recoveries by the Grantee under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for convenience. The Grantee or the Subgrantee may terminate this Agreement in whole or in part when both parties agree that the continuation of the Project Work would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect any preservation agreement or covenant that may be executed as a prior condition for this grant assistance. An amendment to this Agreement is required for all terminations for convenience.
- c. Termination by Subgrantee. The Subgrantee may, with written notification to the Grantee, unilaterally cancel this Agreement at any time prior to the first payment on the Agreement. Once initiated, no Project Work financed with Grant proceeds shall be terminated by a Subgrantee prior to satisfactory completion without approval of the Grantee. After the initial payment, the project may be terminated, modified, or amended only by mutual agreement of the Subgrantee and the Grantee pursuant to its terms. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.
- d. Commitments. If this Agreement is terminated, the Subgrantee will not incur new obligations for the terminated portion after the effective date of the termination. The Subgrantee will cancel as many outstanding obligations as possible. The Grantee will allow full credit to the Subgrantee for the Federal share of the non-cancellable obligations properly incurred by the Subgrantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.

In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Subgrantee under this Agreement prior to the effective date of termination shall become the property of the Grantee. However, the Subgrantee shall be entitled to retain copies.

The Subgrantee, in the event of termination under this provision, shall be entitled to receive reimbursement for expenditures made and services satisfactorily performed under this Agreement prior to the effective date of such termination. When the Secretary of the Interior's Standards are cited in Section I of this Agreement, the Subgrantee shall only be entitled to reimbursement for that Project Work that meets the Secretary of the Interior's Standards. Reimbursement to the Subgrantee, in the event of termination under this provision, shall be made in accordance with Section III of this Agreement.

Notwithstanding the foregoing, the Subgrantee shall not be relieved of its liability to the Grantee for the damages sustained by the Grantee as the result of any breach of this Agreement until the Grantee so releases the Subgrantee and has determined for the purpose of set-off the exact amount of damages due the Grantee.

**SECTION XI  
EFFECTIVE DATE OF THE TERMS OF AGREEMENT**

The parties agree and understand that this Agreement shall not take effect unless (1) the Grantor issues a written authorization to the Grantee for the Project Work described in this Agreement, and (2) this Agreement is signed by both the Grantee and the Subgrantee. If the Grantee's signature is not obtained, then any Project Work performed or expenses incurred by the Subgrantee in performance of this Agreement shall be performed or incurred by the Subgrantee at risk of non-reimbursement.

Further, the Subgrantee understands that, for each fiscal year, Project Work must receive a separate federal written authorization. A single fiscal year runs for 365 days from October 1 of a year to September 30 of the following year. Therefore, the parties agree that the Grantee is only liable to reimburse the Subgrantee for that Project Work which has (1) been satisfactorily performed under a signed agreement, (2) received federal authorization for the fiscal year in which it was performed, and (3) been performed and completed in compliance with the terms of this Agreement.

Although this Agreement may have been signed by both parties, any Project Work performed or expenses incurred by the Subgrantee in fulfillment of this Agreement, when federal authorization for that fiscal year is lacking, shall be performed or incurred at the sole and singular risk and expense of the Subgrantee.

**SECTION XII  
SEPARABILITY OF PROVISIONS**

It is declared to be the intent of the parties that if any provision of this Agreement or its application to any persons or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect or invalidate the remainder of this Agreement or its application to other persons or circumstances, unless so provided by the court or unless the severance of such an invalid provision alters the basic intent or purpose of this Agreement, causes an increase of the Grantee's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy, or interpretation prescribed by the Grantor under the Act.

**SECTION XIII  
EXECUTION AND IMPLEMENTATION**

- A. Counterparts; Facsimile/PDF Signatures.** This Agreement may be signed in counterparts and delivered by facsimile or in pdf form, and in any such circumstances, shall be considered one document and an original for all purposes and shall become effective on the date of the final signature.
- B. Waiver.** A failure or delay by the Grantee in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

**C. Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter, and supersedes all prior agreements whether written or oral, with respect to the subject matter of this Agreement.

**D. Jurisdiction.** The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Subgrantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Subgrantee resides, in or outside of the United States.

IN WITNESS WHEREOF the parties to this Agreement, by their respective and duly authorized representatives, hereto subscribe and execute this Agreement as of the day and year first written above.

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# **EXHIBIT A**

## **SCOPE OF WORK**

[Follows under this cover]

# **EXHIBIT B**

## **PROJECT BUDGET**

[Follows under this cover]

# EXHIBIT C

## PERFORMANCE SCHEDULE

[Follows under this cover]