



MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION

RECIPIENT NAME City of Sedalia		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (660) 827 - 3000	
ADDRESS 200 South Osage		CITY Sedalia	STATE MO
UNIQUE ENTITY ID NBRKXF5U79J4		PROJECT NUMBER 29-22-10029-003	BUDGET PERIOD 08/01/2022-03/31/2024
PROJECT PERIOD 08/01/2022-03/31/2024		PROJECT PERIOD 08/01/2022-03/31/2024	
RECIPIENT PROJECT MANAGER NAME John Simmons	RECIPIENT PROJECT EMAIL ADDRESS Jsimmons@sedalia.com	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (660) 827 - 3000	

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))
 City of Sedalia: West Central Sedalia Survey – the total cost of this project is \$108,369.00. The maximum amount of the grant is \$50,000.00. The City of Sedalia has committed to paying all costs in excess of the \$50,000.00.
 Attachment A: Scope, Purpose, and Description of grant activities
 Attachment B: Terms and Conditions (Revised 1/27/2021)
 Attachment C: Federal to State Notice of Award

TYPE OF ASSISTANCE New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 15.904	CFDA NAME Historic Preservation Fund Grants-In-Aid
STATE PROJECT MANAGER NAME Andrew Dial	STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 751 - 7958	INDIRECT COST RATE FOR RECIPIENT %	
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 50,000.00	53.9 %	\$	%	\$ 50,000.00	53.9 %
State/Other Award:	\$	%	\$	%	\$ 0.00	%
Recipient Match:	\$ 58,369.00	46.1 %	\$	%	\$ 58,369.00	46.1 %
Total Award:	\$ 108,369.00	100 %	\$	%	\$ 108,369.00	100 %

AGREEMENT ADMINISTRATION

THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES
National Historic Preservation Act, 36CRF61.RSMo. Chapter 253.408 and Historic Preservation Fund Grants Manual

RECIPIENT APPLICATION, AS NEGOTIATED, DATED
10/26/2021

BUDGET PLAN Attachment # <u>A</u>	DETAILED SCOPE OF WORK Attachment # <u>A</u>	SPECIAL CONDITIONS Attachment # <u>A</u>	GENERAL TERMS AND CONDITIONS Attachment # <u>B</u>	SUSPENSION/DEBARMENT Attachment # <u>B</u>	PUBLIC LAW Attachment # _____
PUBLICATIONS Attachment # _____	EPA MBE/WBE UTILIZATION Attachment # _____	CERTIFICATE REGARDING LOBBYING Attachment # <u>B</u>	INVOICE Attachment # _____	ADDITIONAL ATTACHMENTS Attachment # <u>C</u> Attachment # _____	

AMENDMENT INFORMATION

AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION
2022 Historic Preservation Fund Grant to Missouri. The objective is to provide Historic Preservation Fund money to State Historic Preservation Officers for the protection and conservation of state and local cultural and historic assets, and to assist them in executing their historic preservation programs and activities pursuant to 54 U>S.C. 300101 et seq (commonly known as the National Historic Preservation Act).

FEDERAL AWARING AGENCY National Park Service	FEDERAL AWARD ID NUMBER 29-22-10029	PASS THROUGH ENTITY NAME MoDNR, State Historic Preservation Office
FEDERAL FUNDING YEAR 2022	FEDERAL AWARD DATE 10/01/2021	TOTAL AMOUNT OF FEDERAL AWARD \$1,169,522.00
INDIRECT COST RATE FOR MoDNR 15.36%		

APPROVAL

DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) David Kelly, Director Missouri State Parks	SIGNATURE	DATE
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) Kelvin Shaw, City Administrator	SIGNATURE	DATE

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking “Yes” in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter “1” if it is the first amendment, enter “2” if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://nr1ntra.ads.state.mo.us/das/rates-current.htm> .

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

**ATTACHMENT A:
SCOPE, PURPOSE AND DESCRIPTION OF GRANT ACTIVITIES**

Sedalia, Missouri
West Central Sedalia Survey
Project No. 29-22-10029-003

Starting Date: August 1, 2022

Ending Date: March 31, 2024

I. SCOPE AND PURPOSE:

The City of Sedalia will hire a 36 CFR 61 qualified architectural historian (herein referred to as “consultant”) to conduct a reconnaissance level architectural survey of the West Central Sedalia survey area. The boundaries were selected by the City of Sedalia. The approximately 183-acre survey area is a residential area that includes approximately 683 primary properties. This area excludes the approximately 115 acres bounded by South Park Avenue on the west, West Third Street on the north, South Moniteau Avenue on the east, and both sides of West Seventh Street on the south, which were surveyed in the 2021 Victorian Towers Historic Architectural Survey completed by SFS Architecture. See Exhibits 1 and 2 for maps of the survey areas.

Architectural survey is an activity required of Certified Local Governments (CLGs) per 36 CFR 61 regulations. A survey is being conducted to ensure the City of Sedalia has the most accurate, up-to-date information on identified historic buildings and their condition to help with planning and preservation efforts. This survey will include recommendations for future preservation activities, including but not limited to identifying the boundaries of the envisioned Victorian Towers Historic District and properties eligible for the National Register of Historic Places.

II. ACTIVITIES AND FUNCTIONS:

A. Consultant Selection Process

The City of Sedalia will hire a professional that meets the *Secretary of the Interior’s Professional Qualifications Standards* for a historian or architectural historian, as outlined in the Code of Federal Regulations, 36 CFR Part 61 to conduct the West Side Survey. The Request for Proposal (RFP) sent to consultants shall include a copy of Attachment A: Scope, Purpose and Description of Grant Activities, the Milestone Schedule, and Exhibit 1 from the Grant Agreement with budgetary information removed. Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certification and terms applicable to financial assistance awards to be included in sub-award documents at all tiers, and sub-recipients shall certify and disclose accordingly. City staff will serve as the primary point of contact for this project and will be expected to ensure milestones are submitted to the Historic Preservation Fund (HPF) Grant Manager on a timely basis. All contractual deadlines with the consultant shall not conflict with milestone deadlines set in the grant agreement. A draft of the RFP will be sent to the HPF Grant Manager **prior to initiating the bid process**. Documentation of the consultant selection process and a draft of the consultant contract shall be submitted to the HPF Grant Manager or their designee for approval **before it is signed**.

The consultant selection process shall produce the following products:

1. Submit a **draft of the RFP** for review prior to the initiation of the bid process.
2. Submit documentation of the **consultant selection process** and a draft of the consultant contract **prior to signature**. This documentation includes:
 - a. Indication of who the RFP was sent to and when
 - b. Copies of all responses received (proposals and responses of no bid)
 - c. Score sheets/an explanation for why a consultant was chosen
 - d. The unsigned draft consultant contract noted above
3. Submit a copy of the signed **consultant contract**.

B. Reconnaissance Level Survey

The consultant shall conduct a reconnaissance level architectural survey in the approximately 183-acre area in Sedalia (see Exhibit 1). The survey will be completed following the State Historic Preservation Office's "Standards for Professional Architectural and Historic Surveys" and "Instructions for Completing the General Architectural Survey Form" included as Exhibits 2 and 3 and available on the SHPO's website (<https://mostateparks.com/page/85651/standards-professional-architectural-and-historic-surveys> and <https://mostateparks.com/sites/mostateparks/files/ArchitecturalSurveyInstructions.pdf>). Before starting work, the consultant and the city will schedule a time with the HPF Grant Manager or their designee to discuss the level of documentation and how resources will be recorded. This survey will document the existing historic character and conditions of each property within the survey area, provide a historic context for the development of the survey area and make recommendations for future preservation activities, including additional survey recommendations and evaluation of National Register eligibility.

Prior to field work, a research design detailing the methodology and goals of the survey will be submitted in Word format approved by the HPF Grant Manager or their designee. Once the HPF Grant Manager or their designee approves the research design, a Missouri Architectural/Historic Inventory form will be completed for each primary property within the boundary, including any vacant lots. A minimum of 683 survey forms will be completed. Draft and final forms will be submitted in Word format to the HPF Grant Manager or their designee and to the City of Sedalia. Each form will be accompanied by at least one digital photo in JPEG format in color. The number of photos will be determined in consultation with the HPF Grant Manager or their designee. A map will be created that indicates the survey boundaries, property locations, addresses, potential district boundaries, and notation of each property's status as a contributing or non-contributing resource. Outbuildings will also be accounted for and assigned a contributing or non-contributing status. Any mapping will be submitted in digital format to the HPF Grant Manager or their designee and the City of Sedalia. The map shall be included in the survey report but must also be submitted as a separate file.

A final survey report will be prepared and submitted in Word format. This report will describe the scope and scale of the survey; provide a methodology of the project; discuss enough historic context for evaluation of the resources under National Register criteria; describe and analyze property types within the resources surveyed; discuss the rationale for evaluation; and make recommendations for future National Register listings (individual and districts) and survey activities.

These products are outlined in more detail below. The Sedalia Historic Preservation Commission will have an opportunity to review milestone products before they are submitted to the HPF Grant Manager or their designee.

The reconnaissance level architectural survey of Sedalia shall produce the following products:

1. A completed **research design** meeting the SHPO's "Standards for Professional Architectural and Historic Surveys" shall be submitted to the HPF Grant Manager or their designee prior to field work. The research design will describe the scope of the work, rationale of survey boundaries, proposed methodology and expected results and will be submitted in Word format.
2. Submit documentation for the **two public information meetings** (i.e. press release, newspaper/web advertisement, sign-in sheet). See subsection C for further information on public meetings.
3. **SHPO Architectural/Historic Inventory Forms** (or other pre-approved survey form) meeting SHPO's "Standards for Professional Architectural and Historic Surveys (see Exhibit 2)" and following the "Instructions for Completing the Architectural/Historic Inventory Form (see Exhibit 3)" shall be completed for each property within the boundary including vacant lots (see Exhibit 4 for an example of this form). If a property has more than one associated resource, the site plan on the inventory form shall be completed unless a master map showing the accurate orientation of outbuildings in the district is submitted as part of the project. In this case the second page of the survey form may be omitted. The forms shall be submitted in Word format for the HPF Grant Manager or their designee. The consultant will set up a time with the HPF Grant Manager or their designee to discuss the level of documentation before work on the project begins. An email documenting the discussion will be sent to the HPF Grant Manager or their designee by the consultant. Drafts will be completed as discussed via this conversation. Incomplete drafts will not be accepted.
4. **Digital color photographs** of each surveyed property submitted in digital JPEG format. Each digital image must be at least 1600 X 1200 pixels and at least 72 dpi. Draft digital images must be labeled by street address but final digital images files must be labeled according to National Register standards (i.e. MO_XXX County_Survey Name_0001). Photos will preferably be taken to avoid obstruction from foliage. If a property has a complex footprint, additional photographs may be necessary to accurately record all primary façades. If a property has secondary resources an additional photograph will be taken for each resource unless the secondary resource is clearly visible in the photograph of the primary resource. If a known outbuilding is not visible from the public right of way, its presence should be indicated on the survey form with an explanation why photography was not possible. The number of photographs will be determined in consultation with the HPF Grant Manager or their designee.
5. **A boundary map**, separate from the final report. The location of each property inventoried will be indicated on a large-scale map with addresses and the location of associated outbuildings. The map shall show the survey boundary and boundaries for any potential National Register districts. The contributing status of each property, including outbuildings, must be marked within the recommended historic district boundary (if applicable.) Likewise, individually eligible or previously listed properties must be noted. Any mapping will be submitted in digital format. If the boundary map includes building footprints and accurate orientation of any outbuildings, second page of the survey form may be omitted.
6. **A survey report** meeting SHPO's "Standards for Professional Architectural and Historic Surveys" (see Exhibit 2) shall be submitted in Word format. This report will describe the scope and scale of the survey; methodology of the project a brief history of the

development of the surveyed neighborhood(s), provide historic contexts for evaluation of the resources under National Register criteria as applicable; describe and analyze property types within the resources surveyed; discuss the rationale for evaluation; and make recommendations for future National Register listings (individual and districts if any) and survey activities. Any recommendations for National Register listing must identify potential areas, levels, and periods of significance, and provide an explanation supporting eligibility. The report must specifically provide a boundary recommendation for a Victorian Towers Historic District and make similar recommendations for any other potential districts within the survey boundary. Finally, it shall recommend sites of potential historic districts in Sedalia which are outside the survey area for future survey and nomination. These recommendations shall include survey boundaries.

C. Public Meetings

The grant recipient will conduct a minimum of two public meetings in Sedalia to inform owners of properties within the survey area and the interested public about the goals and scope of the survey project. The first meeting will be held as near to the beginning of the survey as practical and the second meeting will be conducted at the conclusion of the project, when survey results and recommendations will be presented. Meetings should be primarily informative in nature, but may also be used to solicit information from knowledgeable members of the public. The documentation required for the public meeting will include a copy of the public meeting notice, the agenda, and the sign-in sheet or record of attendance.

III. SPECIAL CONDITIONS:

- A. As a recipient of a federal subaward, the City of Sedalia is hereby reminded that it is subject to the requirements of 2 CFR 200.1 “Subaward”, 200.101 “Applicability”, and 200.331 “Requirements for pass-through entities.”
- B. The procedures and requirements contained herein are subject to applicable laws and regulations, and any changes made to these laws and regulations, subsequent to the execution of this agreement. In the event that these procedures and requirements conflict with applicable federal laws, regulations and policies, the following order of precedence will prevail:
 - 1. Federal law
 - 2. Code of Federal Regulations
 - 3. Terms and conditions of grant award
 - 4. Historic Preservation Fund Grant Manual

The provisions included herein shall also be applied by the State to subgrantees and contractors performing work under this program.

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

- D. All work related to the development of the narratives within this project will either be supervised or completed by personnel who meet 36 CFR 61, Appendix A, professional qualifications for an historian.
- E. The Sedalia Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager or their designee if they so choose. Any Commission comments will be submitted with the corresponding milestone to the HPF Grant Manager or their designee.
- F. Project work will be completed and payments made according to the milestone/payment schedule and project budget that follows.
- G. All grant funded publications, books, brochures and all public meeting notices regarding this grant project (including the app) shall include the following acknowledgement statement:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and Missouri Department of Natural Resources, State Historic Preservation Office. 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 or the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation.

[The above must by federal law appear in any publication funded by federal monies, including films, videos or slide shows. It may be printed in any size and placed in any location in the publication.]

MILESTONE/PAYMENT SCHEDULE

City of Sedalia
 West Central Sedalia Survey
 Project No. 29-22-10029-003

Starting Date: August 1, 2022

Ending Date: March 31, 2024

<u>Milestone</u>	<u>Product</u>	<u>Date Due</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
#1	Submit a draft RFP and/or RFQ to the HPF Grant Manager or their designee before the bid process is initiated.	12/15/2022	\$ 0	\$ 0
#2	Submit documentation of the consultant selection process and a draft of the consultant contract prior to signature submitted to the HPF Grant Manager or their designee for review and approval.	01/31/2023	\$ 0	\$ 0
#3	Submit a copy of signed consultant contract to the HPF Grant Manager or their designee.	02/15/2023	\$ 0	\$ 0
#4	The City will arrange a meeting with the consultant and HPF Grant Manager to discuss the level of documentation for the project. An email documenting this discussion will be submitted by the consultant to the City of Sedalia and the HPF Grant Manager or their designee (date approximate).	02/20/2023	\$ 0	\$ 0
#5	Submission of a draft research design to the HPF Grant Manager or their designee for review and approval. Submission of documentation for the first of two public information meetings (meeting date is approximate only).	03/15/2023	\$ 0	\$ 0
#6	Submission of final research design. Submission of five complete sample inventory forms (and site plans as appropriate) keyed to a base map of the survey area, to the HPF Grant Manager or their designee for review and approval.	04/14/2023	\$ 0	\$ 0
#7	Submission of fully complete draft inventory forms (and site plans as appropriate), and a survey map to the HPF Grant Manager or their designee for review and approval. Mid-term budget report due.	09/14/2023	Estimated 50% of expenses	Estimated 50% of expenses
#8	Submission of final inventory forms (and site plans as appropriate), maps and photos to the HPF Grant Manager or their designee for review and approval. Submission of draft survey report to the HPF Grant Manager or their designee for review and approval.	01/15/2024	\$ 0	\$ 0
#9	Submission of final survey report to the HPF Grant Manager or their designee for review and approval, and submission of documentation for the second public meeting (date approximate).	03/01/2024	\$ 0	\$ 0
#10	Submission of final project report and fiscal data.	03/31/2024	Estimated remaining expenses	Estimated remaining expenses
	TOTALS:		\$50,000.00	\$58,369.00

BUDGET
City of Sedalia
West Central Sedalia Survey
Project No. 29-22-10029-003

Starting Date: August 1, 2022
Ending Date: March 31, 2024

<u>Cost Category</u>	<u>Federal Share</u>	<u>Non-Federal Cash</u>	<u>Total Cost</u>
Contractor	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
Personnel	\$0	\$ 6,769.00	\$ 6,769.00
Supplies	\$0	\$ 1,600.00	\$ 1,600.00
	_____	_____	_____
Totals	\$ 50,000.00	\$ 58,369.00	\$ 108,369.00

**ATTACHMENT A
EXHIBIT 1**

Map of the Survey Area, Boundary Description, and Boundary Justification

Amended – West Central Sedalia Reconnaissance



West Central Sedalia Survey Boundaries

The boundary of the survey begins at the intersection of South Park Avenue and West Third Street, goes north on S. Park Avenue to Liberty Park Boulevard, then west on Liberty Park Blvd. to include 1200, 1204 and 1208 Liberty Park Boulevard, then north along city easement west of 1208 Liberty Park Blvd. to north boundary of 1208 Liberty Park Blvd. and then east returning to S. Park Avenue and then north to city alley north of 115 S. Park Avenue, then east along city alley to South Quincy Avenue, continuing in a straight line east to South Prospect Avenue including 109 S. Quincy Avenue and 106 S. Prospect Avenue, crossing S. Prospect Ave. immediately north of 800 W. Second Street to the southwest corner of 801 West Main Street, then north to Main Street, then east to S. Grand Avenue, then south on s. Grand Avenue to the alley north of 113 S. Grand, then east along city alley to the northeast corner of 508 W. Second St., then east on W. Second St. to South Moniteau Avenue then south on S. Moniteau Ave. to the northwest corner of 219 S. Moniteau Ave., then east along 219 S. Moniteau Ave. north property line to the alley easement and then south along alley easement to the north property line of 308 W. Third Street, then east to the northeast corner of 306 W. Third St. and then south to W. Third St. and east to South Kentucky Avenue.

The boundary continues south on S. Kentucky Ave. to West Sixth Street, east on W. 6th Street to South Osage Avenue, south on S. Osage Ave. to the southeast corner of 606 S. Osage Ave. and then west along the alley easement returning to S. Kentucky Ave., south on S. Kentucky Ave. to West Seventh Street, west on W. Seventh St. to S. Moniteau Ave., then south to the alley at the south east corner of 401 W. Seventh St., west along the alley to South Vermont Avenue, then south on S. Vermont Ave. to West Broadway Avenue.

The boundary continues East on W. Broadway Ave. to the northeast corner of 415 W. Broadway and then south along the property line to West Ninth Street, then east on West 9th Street to South Ohio Avenue, traveling south on S. Ohio Ave. to West 10th Street, then west on W. 10th Street to South Beacon Avenue, north on S. Beacon Ave. to W. Ninth St., west on W. Ninth St. to the southwest corner of 1610 W. 9th St., then north along the property line to West Broadway Blvd., then west on West Broadway Blvd. to the southwest corner of 1622 W. Broadway Blvd and then north on Warren Ave. to the alley at 1622 W. Broadway Blvd, then east along the alley to S. Beacon Ave., then north on S. Beacon Ave. to West Third Street and then east on W. Third St. returning to the point of origin at South Park Avenue.

Boundary Justification

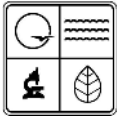
The boundary of the survey has multiple mid-block boundaries and extensions, particularly on the north and east boundary areas for several reasons. The north boundary of the residential area abuts modern commercial structures on West Main Street that should not be included in the survey as they do not contribute to the district and are distinctly of a modern era of construction, thus the boundary of the alley south of Main Street. The east boundary of the residential area abuts the historic commercial district and follows the irregular physical build-out of that commercial district where the commercial transitions to residential in an interlocking manner. The western boundary includes an extension along West Broadway Boulevard that completes the visual extent of the West Broadway housing stock and

north of that and west of the boundary are primarily suburban ranch house styles. Liberty Park constitutes this section's boundary as an interruption due to the city park. The three house on the north side of Liberty Park are included as part of an original subdivision boundary that extends from the east.

This reconnaissance survey is but one phase of a multi-phase reconnaissance of more than 7,500 individual residential properties encompassing over 2,600 acres.

**ATTACHMENT A
EXHIBIT 2**

Standards for Professional Architectural and Historic Surveys



Definition:

Architectural survey is the process of identifying historic resources by location or theme. Surveys create an inventory of buildings, structures, sites, and objects that serve as a basis for local planning activities and historic preservation efforts such as National Register listings.

Standards:

An architectural survey is considered professional by the State Historic Preservation Office (SHPO) only if it meets the following standards:

1. **The survey is conducted under the supervision of a qualified 36CFR61 historian or architectural historian.**

Information on required qualifications and lists of consultants can be obtained at <https://mostateparks.com/page/84241/archaeology-and-historic-preservation-consultants-list-and-professional-qualifications> or by contacting SHPO. The list is not comprehensive and is not to be considered a recommendation or assurance of quality work.

2. **A research design is completed and submitted to the SHPO for approval.**

A research design serves as the plan for conducting the survey and allows the SHPO to make comments or recommendations on a survey project before actual fieldwork begins. The research design must be submitted to the SHPO and approved before further field work begins. In order to prepare the research design, some archival research and initial fieldwork is required. The research design consists of four sections: survey objectives, description of the geographical area to be surveyed, survey methodology, and expected results.

- **Survey Objectives**

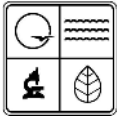
This section of the research design should explain why the survey is being undertaken. Almost always the ultimate goal will be to identify resources that are eligible for listing in the National Register of Historic Places, but there may also be secondary goals, which should also be included.

- **Geographical Description**

This is a general description of the survey area's geography and built environment. Include a brief summary of the setting outside and within the survey boundary. This would include a generalization of setbacks, major landscape features such as the presence of sidewalks or tree-lined streets, and a summation of the type of building stock (rural, urban, commercial, residential). The geographical description will justify the selection of the area in which the survey is conducted, including a brief discussion of any known historic contexts. It will also provide the rationale and a verbal description of the survey boundary, including approximate numbers of resources and acreage.

- **Methodology**

Methodology will almost always be the largest section of the research design. It will include expected fieldwork practices, such as the methods the surveyor plans to utilize when identifying resources. It will note the personnel involved in the project and what components of the survey they are responsible for (this is especially important if



using assistance from volunteers or other persons who may not qualify as a professional.) The methodology will discuss where the survey begins and why and how it will progress. Most importantly, it will define which resources will be surveyed. For example, a survey may provide an inventory form for every resource within a survey boundary or only those of a specific style or type if the survey is thematic. In addition to fieldwork practices, the methodology will discuss initial archival research and identify future sources of information. Local resources such as libraries, historic societies, and city offices must be included as a point of research. SHPO additionally recommends collecting oral histories from local residents where possible. Oral history is a particularly useful resource in small communities that may not have a lot of archival information available. The survey products (inventory forms, photography, maps, and the survey report) should also be described in this section, including their number and their recipients (SHPO, an agency, a town, etc.) Finally, the methodology should discuss any anticipated problems and how they will be addressed (foliage is obscuring resources for photography, lack of archival research available, strain on funding or time, etc.

- **Expected Results**

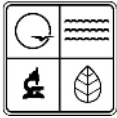
The research design will conclude with the projected results of the survey including potential National Register districts and individually eligible buildings. Expectations about the kind, number, character and condition of historic properties should be presented. Anticipated historic and/or development contexts should also be discussed in this section.

3. **The public is notified.**

There must be some form of notification to the public and/or residents within the survey boundaries. Postcards or other mailings, public meetings, newspaper announcements are all forms of public notification. The appropriate type of notification will depend on the scope of the survey project and may be determined via consultation with the SHPO. Generally, professional surveys require two public meetings. The initial meeting is at the beginning of the project. It is conducted to explain the survey process, answer questions, and collect information (oral history) and feedback from residents. The final meeting occurs at the end of the project to present the survey results and address any additional concerns or questions members of the public may have. SHPO additionally recommends that surveyors carry handouts explaining the project while conducting fieldwork. These are for the benefit of property owners who may inquire why their building is being photographed and assessed. In addition to the public, local officials and historic societies/groups should be notified as a courtesy. Likewise it is a good idea to let local law enforcement know about the project, especially during fieldwork (which helps to avoid “suspicious person” calls.)

4. **Architectural/Historic Inventory Forms issued by the SHPO are used in the survey.**

The SHPO’s Architectural/Historic Inventory Form, or another form approved in advance by SHPO, must be used for each surveyed resource. The number and type of resources surveyed will vary depending on the scope of the project and the type of survey (thematic, rural, urban, etc.). The amount of information provided on the survey form will depend on the level of survey (reconnaissance level surveys record fundamental information derived from fieldwork whereas



intensive level surveys include information from fieldwork and historic research) and is determined via consultations with the SHPO. For architectural surveys the following fields must be completed on the inventory form, regardless of the level of survey:

- | | |
|---|--|
| 1. Survey No. (Provided by the SHPO) | 28. No. of bays (first floor) |
| 2. Survey name | 29. Roof type |
| 3. County | 31. Chimney placement |
| 4. Address | 33. Exterior wall cladding |
| 5. City (check vicinity if rural) | 34. Foundation material |
| 11B. Current use | 36. Front porch type/placement |
| 12. Construction date | 37. Windows |
| 18. Previously Surveyed/NR listed | 40. No. of outbuildings* |
| 20. National Register eligible | 41. Architectural description** |
| 23. Category of Property | 43. Form prepared by |
| 24/25. Property type and/or style | 44. Survey date |
| 26. Plan shape | Page 2: Site Map/plan*** |
| 27. No. of stories | Page 2: Photographer*** |

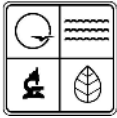
*If outbuildings are present, briefly describe them in field #40. Also include parking lots with capacities over six vehicles. In addition, note the National Register eligibility for each resource in this field (i.e., two outbuildings: one contributing garage, one non-contributing modern shed).

**The level of description will vary depending on the scope of the project; however, an architectural description (field #41) must minimally note: fenestration, number of stories, porch, window types (three-over-one, one-over-one, casement, etc.), if windows and doors appear to be historic, wall cladding, roof shape, and any prominent architectural features (towers, brackets, dormers, parapets, etc.). The description should be detailed enough to identify the building if the photo were lost.

*** The site plan must generally be completed on the survey form if there are outbuildings. However, if a master map is submitted that provides the buildings' present-day footprints and accurate location of outbuildings, the site plan on the form may be left blank. The photographer's name and date of photograph can be placed in field 43, and page 2 can be removed.

Refer to the *Instructions for Completing the Architectural/Historic Inventory Forms* at <https://mostateparks.com/sites/mostateparks/files/ArchitecturalSurveyInstructions.pdf> before conducting fieldwork. Please remember, consistency is vital to the completion of a successful survey. Take care to use consistent terminology when considering factors such as architectural style, type, and exterior wall cladding. Likewise, the criteria for defining the number of bays, stories, and window pane arrangement should be uniform. Most importantly, a consistent framework for evaluating a resource's integrity and condition is necessary. This is especially true when considering potential National Register districts and their contributing/noncontributing resources.

- 5. At least one photo is provided to the SHPO for each primary resource.**
Photos must clearly show the historic resource. Three-quarter views that capture the primary façade and a secondary elevation are preferred. At least one photo is required for each inventory form. Additional photos may be submitted of architectural details or other important



elevations. Properties consisting of more than one resource will include at least one photograph of each secondary resource in addition to the primary resource, unless the secondary resource is clearly visible in the photograph of the primary resource. Photos must be taken from the public right-of-way. If a resource is not visible from the public right-of-way permission must be granted by the property owner (an effort must be made to ask). If the property owner refuses access, note it on the architectural/historic inventory form (either in field #40 or #41 as appropriate.) Individual safety always takes priority. Do not attempt to take photos or conduct other fieldwork in dangerous situations or environments.

Photos must be submitted in digital format at a minimum 1600 by 1200 pixels and saved in color in JPEG format. For any final photos, label each digital image as "MO_County_Survey Name_001" The number at the end of the label should correspond to the associated survey form number. If there is more than one photo per form add a letter at the end of the label (MO_County_Survey Name_001A, MO_County_Survey Name_001B, etc.).

6. A map with exact survey boundaries is included in the survey project.

The location of each property inventoried will be indicated on a large scale (at least 1" = 200') map. It must be separate from the final report and provide clear survey boundaries. A legend, north arrow, and name of the survey must be included on the map. Boundaries for any potential historic districts must be provided, either on the central map or one or more additional maps as appropriate. The contributing status of each property must be marked within the recommended historic district boundary (if applicable.) Likewise, individually eligible properties must be noted. A master map that includes current footprints of the primary resource and any associated resources and shows their spatial relationship is preferred. If a master map is submitted, the site plan on the survey forms may be left blank.

7. A final survey report is submitted to the SHPO for approval.

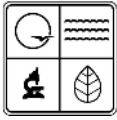
A survey report discusses the results of the survey as well as the actual methodology and resources utilized in the project. The report has the same four primary sections as the research design: objectives, methodology, geographical description, and results. However, it will also include a recommendations section and, if the survey is intensive, a historic context section. A detailed table of contents should be provided at the beginning of the survey report.

- **Objectives**

The objectives should generally be the same as those in the research design.

- **Methodology**

This section will include the methods used to examine resources within the survey boundary, such as how historic integrity was assessed and the methodology used to assign contributing, non-contributing, and individual eligibility for any potential National Register eligible resources. Discuss the roles of the personnel involved in the project. Describe fieldwork practices and include the exact number of resources surveyed. Archival research and resources consulted must be discussed including any personal interviews, public meetings, or volunteer training.



- **Geographical Description**

The geographic description from the research design should be updated if necessary. Consultation with the SHPO is required if the survey boundaries must be changed from those presented in the research design. SHPO suggests including an image of the survey map and boundary in this section.

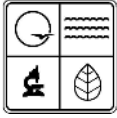
- **Historic Context**

Regardless of the level of survey, the final report should include a brief history of the survey area and its environment (i.e., the town in which the survey is located). For a reconnaissance survey this can be included in the geographical description or results section of the report. In an intensive survey a more thorough examination of the survey area's developmental context is required. This section will describe the general history of a survey area, but also consider the different themes and patterns that led to its development and evolution. Socio-economic, cultural, transportation-related, and agricultural factors may be examined, for example, in connection with neighborhood development.

- **Results**

Aside from any historic contexts or patterns discovered via archival research and field work, the survey report will include a section that considers the findings of the project outlined in the objectives section of the research design. The results section will include the following information:

- **Number of resources surveyed:** Reiterate the number of primary resources and the number of outbuildings actually surveyed. Differences, if any, between the anticipated results and actual results should be discussed.
- **Property styles and types:** If a style or type is noted on an inventory form it must be discussed in this section. The style/type will be defined in relation to its representation within the survey area. Examples, with corresponding images, of each type or style from the survey area will be provided. Including a representative image of each style or type within the survey boundary is encouraged. If appropriate, this subsection may also provide a similar analysis of property uses (commercial, residential, institutional, industrial, etc).
- **National Register eligible properties:** Individually eligible properties will be identified and their eligibility discussed in this section. Potential historic districts will also be noted and their boundaries defined and briefly justified. The period of significance must be considered and explained. Indicate historic district boundaries on one or more maps. Include an image as a figure for each potential individually eligible resource and/or a sample streetscape of any district. Provide an explanation as to why each each resource/district is considered potentially eligible under specific National Register criteria and areas of significance.



- **Recommendations**

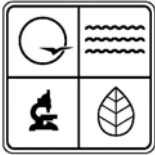
The survey report will conclude with the surveyor's recommendations. These may include such things as pursuing nomination to the National Register, additional survey, additional research, planning activities, etc.

8. **Final products are submitted to the SHPO in digital format.**

The final survey report, inventory forms, images and map will be submitted to the SHPO on disc or other pre-approved method. Inventory forms will be submitted in Word or other format that will allow SHPO staff to make changes and fill out the section reserved for SHPO use.

**ATTACHMENT A
EXHIBIT 3**

Instructions for Completing the Architectural/Historic Inventory Form



Missouri Department of Natural Resources

State Historic Preservation Office

P.O. Box 176, Jefferson City, MO 65102, 573-751-7858 or moshpo@dnr.mo.gov

ARCHITECTURAL/HISTORIC INVENTORY FORM

Instructions for Completing the Architectural/Historic Inventory Form

FORM PAGE 1

1. Survey Number: A survey number is assigned to each form for database and other purposes. It should consist of a two letter acronym for the county in which the survey is conducted, a code denoting the type of survey (AS), a number identifying the overall survey, and a number for the survey form. For example: AD-AS-001-0001. This number would be interpreted as AD (Adair county), AS (architectural survey) 001 (the first survey to be conducted in the county) - 0001 (the first survey form in the ADAS001 survey). See appendix 1 for a list of two letter county acronyms, and contact the SHPO for a county survey number. The forms should be organized by street alphabetically with numbered streets coming first, then addresses should be sorted in numerical order. For this reason the survey numbers should be added to the survey forms **after** they are organized. For example:
 - There are five inventory forms for an Adair County survey: 100 E 6th St., 100 W 6th St., 201 N Short Ave, 111 S. Short St., 459 Main St.
 - Numbered streets would come first and be organized by the smallest number to the largest. If there is a direction associated with the street name (North, South, East, West) it would be organized alphabetically **within** that street. For example 100 E 6th would come before 100 W 6th, likewise N Short Ave would come before S Short Ave.
 - Thus the final inventory numbers would be 100 E 6th (AD-AS-001-0001), 100 W. 6th St (AD-AS-001-0002), 459 Main St. (AD-AS-001-0003), 201 N Short Ave (AD-AS-001-0004), 111 S. Short St. (AD-AS-001-0005).
 - See below for instructions on labeling digital photos.
2. Survey Name: The survey project should be given a name based on the geographic area or type of resources being surveyed. For example:
 - Thematic name example: Metal Truss Bridges of Stone County
 - Geographical name examples: Rural Historic Resources of Liberty Township, Stoddard County; or Moreau Heights Neighborhood Survey, Jefferson City
3. County: Enter name of county in which property is located. A list of counties can be found in Appendix 1.
4. Enter the name and number of the street or road where the property is located. If the property does not have a physical address, provide the location and distance from the nearest crossroads. For example, "1/4 mi. east of intersection of CR345 and MOEE, north side."
5. City: Enter the name of the city or town in which the property is located. If the property is outside the city limits, type the name of the nearest city or town and mark "X" in the box for "Vicinity."

6. Geographical Reference: Enter either Latitude/Longitudes (Lat/Long) **or** Universal Transverse Mercator (UTM) Coordinates (choose one or the other, do not enter both). Coordinates can be obtained in several ways including on-line mapping systems such as Google Earth, with hand held global positioning systems (GPS) units, or by determining points from a 7.5 minute topographic map with a coordinate counter. If access to these sources is unavailable, leave blank.
7. Township/Range/Section: Though less accurate for pinpointing exact geographic locations than a UTM or Lat/Long reference, a township/range/ section reading can also be helpful when researching buildings using historic maps or legal descriptions. USGS topographic maps indicate township, range and section as do county plat maps.
8. Historic Name: Enter the name that best reflects the property's historic importance. Names of persons, events, characteristics, functions or historic associations can be used. If undetermined, leave blank.
9. Present/Other name: Enter any other name commonly associated with the property. If undetermined, leave blank.
10. Ownership: Mark an "X" in the box indicating either public or private ownership. If undetermined, leave blank.
11. a. Historic Use (if known): Use the "National Register Data Categories for Functions and Uses" found on pp. 20-23 of the National Register Bulletin [How to Complete the National Register Registration Form](#), to select a category and subcategory that most accurately describes the property's historic use or function.
11. b. Current use: See above.

HISTORICAL INFORMATION

12. Construction date: It is sometimes difficult to determine a construction date for a building. If known, enter the exact year of construction. Construction dates can sometimes be found or surmised by researching deed or tax assessment records, building permit records, comparing historic Sanborn Fire Insurance or other maps, and from annual construction summaries published in newspapers. Check with city or county governments to see what records might be available. If the construction date is unknown or cannot be found, use your judgment and knowledge of architecture or local history to provide an approximate year (circa date) of construction or mark "unknown".
13. Significant date/period: If applicable, enter the date (year) or range of dates (i.e. c. 1900-1925) that denotes the time when the property was historically important. If the property is important because of its architectural design or is associated with a specific event (i.e. Civil War skirmish, treaty signing, etc.), type in the year of construction (for architecture) or year the event occurred. If the property is associated with an important person or broad pattern of events (i.e. education, local agriculture), type in the range of years for which the property was associated with that person or pattern of events. For more guidance, see pp. 42-43 of the National Register Bulletin [How to Complete the National Register Registration Form](#).

14. Area(s) of significance: Enter 1-3 areas for which the property has significant historic association, if applicable. Use the guidance and terminology found on pp. 38-41 of the National Register Bulletin [How to Complete the National Register Registration Form](#) to select area(s) of significance.
15. Architect: Enter the name of the architect who designed the building or structure. If undetermined, leave blank.
16. Builder: Enter the name of the builder or contractor responsible for constructing the building. If undetermined, leave blank.
17. Original or significant owner: Enter the name of the original owner/inhabitant of the property or the person most closely associated with the history of the property. If undetermined, leave blank.
18. Previously surveyed? Has the property been identified in a previous survey of the community or area? For example, the property may have been identified in a survey conducted by MODOT or another agency in preparation for a project, or in the *Missouri Historic Sites Catalog*, published by the State Historical Society of Missouri in 1963. Many surveys are available on the SHPO's website at <http://dnr.mo.gov/shpo/survey-eg.htm> . Information on previous surveys can be found by contacting the SHPO. If known, mark an X in the box.

Survey name: If applicable, provide the name of the survey in which the property was originally identified in box 22 (cont.) on page 3 of the form.

19. On the National Register? If already listed in the National Register of Historic Places, mark an "X" by the box noting if the property was individually listed (individual) or listed as a contributing resource in a historic district (district). A list of Missouri properties listed in the National Register of Historic Places can be found on the SHPO website at: <http://www.dnr.mo.gov/shpo/MNRList.htm>.

Nomination: If applicable, enter the name of the nomination in box 22 (cont.) on page 3 of the form.

20. National Register Eligible? In your opinion, is the property eligible for listing in the National Register of Historic Places? If so, mark an X in the box for individually eligible if the property's design or historic associations would warrant individual listing. If the building does not appear to be individually eligible, but is in an area or neighborhood that seems to constitute a National Register-eligible historic district, type an X in the box for "district potential." Also note if the property would be contributing to the district (place an X by C) or non-contributing (mark an X by NC). The architectural description (#41) should include the reason why the property is considered non-contributing (i.e. loss of integrity due to replacement siding and windows or the property was built after the period of significance, etc.). If the building appears to be individually eligible *and* in a potential historic district, mark an X in both boxes. If uncomfortable making an evaluation of eligibility, leave blank or mark as "not determined."
21. History and significance on continuation page. If additional information is included in the memo portion of the survey or on a continuation page, mark an X in the box.

22. Sources of information on continuation page. If a bibliography or additional information on sources is included on the memo portion of the survey form or on a continuation page, mark an X in the box.

ARCHITECTURAL INFORMATION

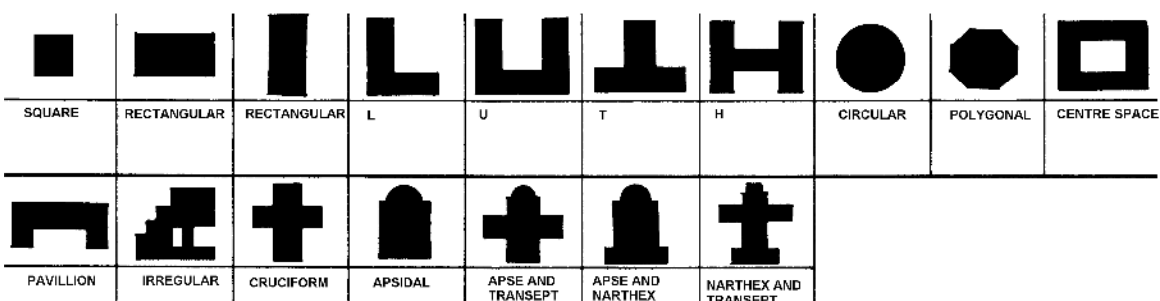
23. Category of Property: Mark an "X" in the box next to the property category that best describes the surveyed property.

- Building: A resource primarily created to shelter any form of human activity. Examples: house, barn, sheds, garage, factory, commercial buildings, church, etc.
- Site: The location of a significant event or activity where the location itself possesses historic, cultural or archaeological value regardless of the value of any existing resources on the location. Examples: archaeological sites, battlefields, gardens, ruins of historic buildings, trails, cemeteries, designed landscapes, natural features, etc. Note: There is a separate inventory form and surveying process for cemeteries and archaeological sites. Please contact the SHPO for more information.
- Structure: A resource constructed for purposes other than shelter. Examples: paved parking lots, bridges, tunnels, fire towers, canals, dams, windmills, grain elevators, mounds, earthworks, boats, railroad locomotives and cars, bandstands, etc.
- Object: A resource primarily artistic in nature or small in scale. Examples: sculpture, monuments, fountains, boundary markers, etc.

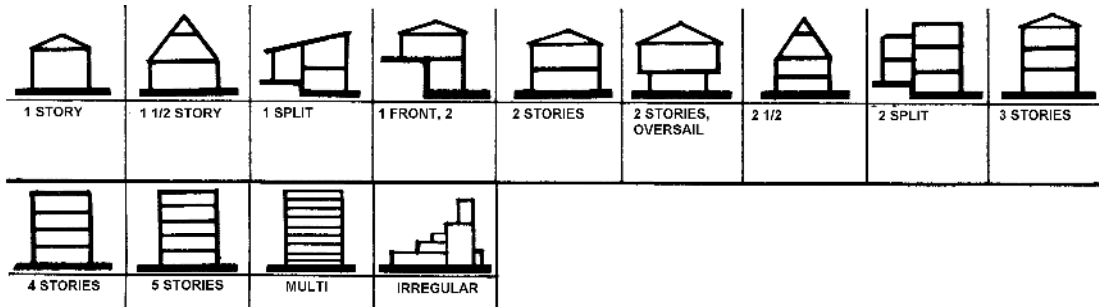
24. Vernacular or property type: Some resource types do not conform to popular architectural styles. Instead, they may be adaptations of building types associated with ethnic or cultural traditions. For example, Missouri’s towns and rural areas contain numerous “I-Houses,” two story frame or brick houses that are two rooms wide and one room deep and generally have side gable roofs. Architectural ornamentation from a wide range of architectural styles can be applied to the exterior of these houses, but their basic form stays the same. These traditional building types are best identified by their “type” rather than their style. This box can also be used for other resource types such as battlefields, bridges, and objects. Note: Do not use “vernacular” as a style or type.

25. Architectural Style: Use the "National Register Data Categories for Architectural Classification" found on pp. 25-26 of the National Register Bulletin [How to Complete the National Register Registration Form](#), to select an architectural movement or style that most accurately describes the property's physical characteristics. If unknown, leave blank. Note: Do not use “vernacular” as a style or type.

26. Plan shape: Plan shape refers to the footprint of the building or structure. See below for examples. If none applies, mark N/A or leave blank.

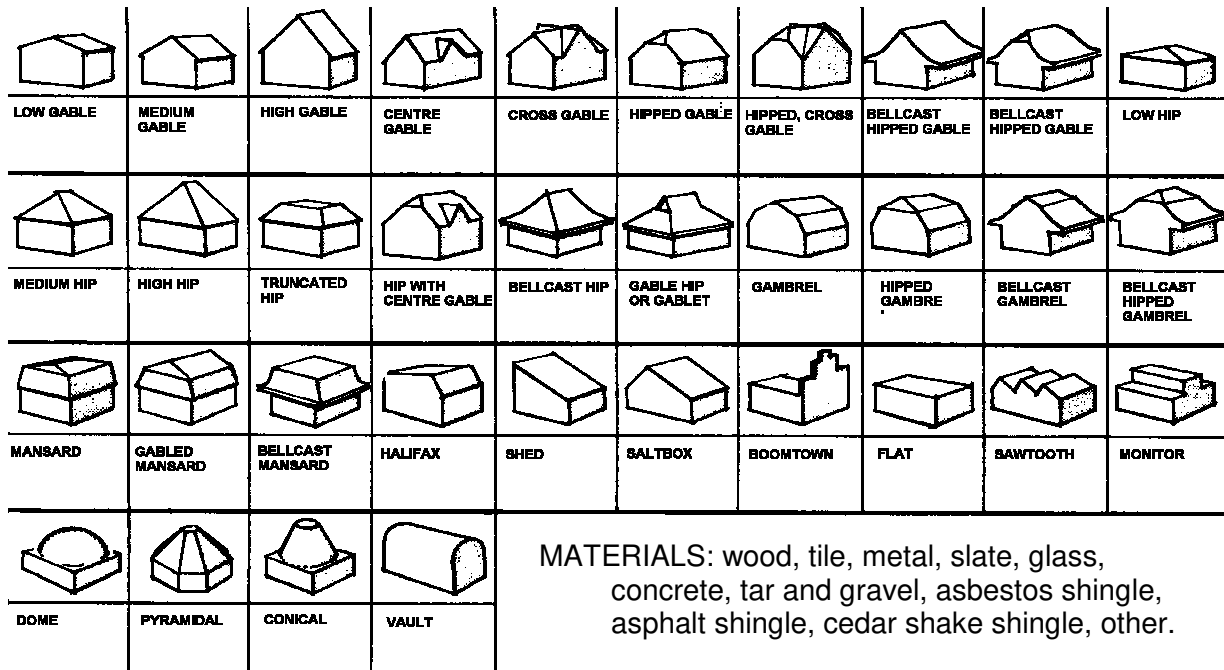


27. No. of stories: For buildings, enter the number of stories. For sites or structures such as bridges, mark N/A. See below for examples of how to count the number of stories.



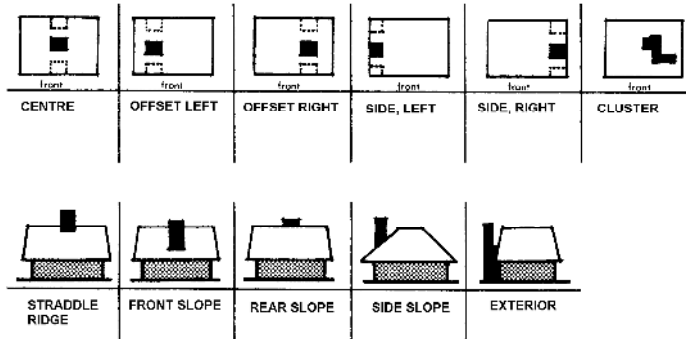
28. No. of bays (first floor): In architectural terminology, a bay (not to be confused with bay windows) is simply one of several external divisions of a building marked by fenestration, buttresses, columns, piers, or the like. For example, a simple facade that consists of a central door with a window to each side is said to have three bays or to be three bays wide. Enter in the blank the number of bays on the first floor of the building or structure.

29. Roof type: Roof type refers to the shape of the roof. See below for examples.



30. Roof material: Enter the type of material that covers the roof. See above for examples.

31. Chimney placement: Note where chimneys are located in the building and roof slope. See below for examples. If there is no chimney, mark N/A. Note material type in description (box 41 cont.).

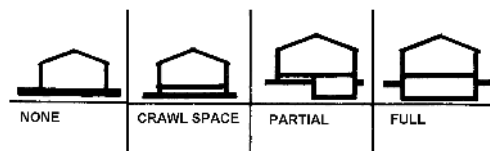


32. Structural System: Are the walls constructed from logs, brick, stone, wood frame, concrete blocks, poured or reinforced concrete or something else? Care should be taken here because many older structures have had their walls covered with wood or aluminum siding, shingles, or some other type of sheathing which hides the actual wall construction. The owner may know if he or a previous owner has covered the building in this way. In addition, the original walls of a sheathed structure may be visible in some part of the building, such as the attic or basement. If unknown, leave blank.

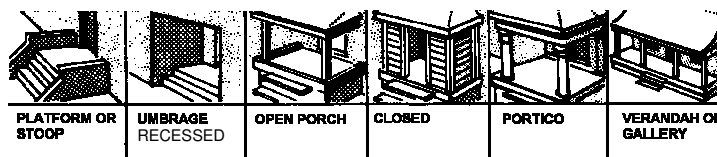
33. Exterior wall cladding: Enter the type(s) of material covering the exterior walls of the building or structure. If more than one material is used as wall cladding or siding, enter the material that covers the majority of the wall space. If two types of siding cover equal amounts of wall space (i.e. brick first floor, stucco second floor), enter both materials.

34. Foundation material: Enter the type of material used to construct the foundation or piers or mark "unknown" if not visible.

35. Basement type: If possible to determine from visual inspection or discussions with the property owner or resident, note the type of basement. See below for examples. If not easy to determine, enter "unknown."



36. Front porch type/placement: Enter the type of porch currently extant on the front of the building. Note if the porch is full or partial width, wraparound, centered, or to one side or another. Also note if the porch is one or more stories in height. If there is no porch, enter N/A.



Other (not illustrated):
hood, loggia, piazza,
deck

37. Windows: Note if the windows are original or replacement (mark an X by the appropriate box). Also note the type (i.e. sash, casement, etc.) and pane arrangement (i.e. 1/1, 2/2, 3/1, etc.).

38. Acreage (rural): For rural properties such as farms or country estates, enter the overall acreage of the property. For properties located within towns or cities, leave blank unless the size of the property exceeds 1 acre.

Visible from public road? Mark an X in the box if the property can be seen from the public right of way.

39. Changes: This is an important item because a historic property, especially a building, can have its character changed from its original condition by alteration. If not noted from the outset, erroneous judgments about the building's style, date, etc., may be drawn by researchers using the survey forms. Mark an X in the boxes next to any or all changes that may have occurred to the building (addition(s), altered, moved, other). Use your judgment or knowledge of the property to provide an approximate date for when those changes occurred. If date of changes is unknown, leave the date line blank. Describe known or apparent exterior changes in box 41 (cont.) on page 3 the form and/or on a continuation page.

Endangered by: Is the continued existence of the historic location threatened? It could be endangered by neglect, vandalism, disinterest on the part of the owner, an urban renewal project, etc. If the property does not appear to be endangered, leave blank.

40. No. of outbuildings: Note the number of outbuildings or structures associated with the surveyed property. In box 40 (cont.) on the back of the form or on a continuation page, list and describe the outbuildings or structures. Note in the description of outbuildings if they are contributing or non-contributing. If non-contributing, note why (i.e. loss of integrity due to siding replacement, modern construction, etc.). Small, non-historic, outbuildings such as dog houses or temporary sheds do not need to be noted.

41. Further description of buildings and associated resources on continuation page. If further architectural information is provided in box 41 cont. and/or on a continuation page, mark an X in the box.

OTHER:

42. Current owner/address: Enter the name and address of the current owner.

43. Form prepared by (name and organization): Enter the name of the individual that surveyed the property and completed the form, the name of their company or organization, and the contact information for that person (address, phone, e-mail address).

44. Enter the date the survey was conducted.

45. Date of revisions: Usually this will be left blank. The SHPO will inform the preparer if this field must be completed.

FOR SHPO USE: This section of the form will be completed by SHPO staff.

FORM PAGE 2

Location Map: Insert a map showing the location of the property. Make sure the map shows the streets and roads surrounding the property. Also include a north arrow.

Site Map/plan: Make a simple sketch of the plan of the historic property noting any associated outbuildings, natural features, bordering streets/roads, etc. Include a north arrow. If the property is large or complex, provide a site map/plan on a continuation page.

Photograph: In the boxes provided, enter the name of the photographer, date of photograph, and a brief description of the photograph (i.e. East elevation, facing northwest.). Insert digital image in large box provided (if available, color preferable).

ADDITIONAL INFORMATION

The boxes provided below "Additional information" are for the narrative portion of the survey and should expand on information provided on the front page of the form. These are flexible boxes, and it is acceptable if they expand onto additional pages.

21. (cont.) History and significance: Summarize the history and historical or architectural importance of the property. If a property is individually eligible note why in this section (or section 41 if architecturally significant). For an intensive level survey, provide a history of the property. For example, all of the known businesses and associated dates of a commercial property.
22. (cont.) Sources of information: Include bibliographic references for sources used in gathering historic data and construction history on the property. If information was obtained from oral interviews, include the name of the person interviewed, the interviewer, and the date and location of the interview. If notes or recordings were made of the interview, cite the location where the sources are kept.
40. (cont.) Description of environment and outbuildings: Provide a general description of the setting and additional information and descriptions on any outbuildings or structures associated with the property. Include approximate dates of construction for all outbuildings or structures. For each outbuilding, note if it is contributing or noncontributing to a district. If it is noncontributing, explain why it does not contribute. Small scale structures such as modern dog houses do not need to be described. However, small outbuildings, objects or structures (i.e. historic fences, arbors, cisterns/pumps) that are historic or important to the historic function of the property should be noted and described.
41. (cont.) Description of Primary Resource: . Describe the primary façade of the property. At a minimum start with the number of stories, roof type, and wall cladding. Then bay by bay describe each story, include the placement and type of fenestration. Use this section to elaborate on items noted in survey form numbers 13-24. Take special note of characteristics and features not covered by form data sets. If a property is not eligible, note why this is the case. If a property has characteristics specific to a style or type note what they are. The idea behind this section is to accurately describe the property if the photo is lost.

Other: Copies of additional information such as historic photographs, biographies of past owners, etc. can also be included on continuation pages.

PHOTOGRAPHS: Unless otherwise directed by SHPO, all survey forms must be accompanied by at least one photograph showing the front façade of the building. Oblique views which show the front and one side are acceptable. If there is more than one resource on the property that cannot be completely captured in the same photo as the primary property, additional photographs documenting these outbuildings, structures or objects should also be included.

All images must be 1600 x 1200 pixels at minimum and saved in color in JPEG format. For any final photos, label the photos as "MO_County_Survey Name_001". The number at the end of the label should correspond to the associated survey form number. If there is more than one photo per form add a letter at the end of the label (MO_County_Survey Name_001A, MO_County_Survey Name_001B, etc.).

Generally, the best time to take photographs is late fall, winter or early spring. Photographs should be taken from the public right of way (street, sidewalk, alley, etc.). If the view of the property or associated outbuilding is obscured from the public right of way, contact the property owner and/or neighbors to request permission to photograph the property from private land. If permission is not granted, provide a detailed description and explanation on the survey form.

Appendix 1: County Abbreviations

Adair	AD	Lafayette	LF	Taney	TA
Andrew	AN	Lawrence	LA	Texas	TE
Atchison	AT	Lewis	LE	Vernon	VE
Audrain	AU	Lincoln	LN	Warren	WN
Barry	BY	Linn	LI	Washington	WA
Barton	BA	Livingston	LS	Wayne	WE
Bates	BT	Macon	MC	Webster	WB
Benton	BE	Madison	MO	Worth	WO
Bollinger	BR	Maries	MS	Wright	WR
Boone	BO	Marion	MA		
Buchanan	BN	MacDonald	MD		
Butler	BU	Mercer	ME		
Caldwell	CW	Miller	ML		
Callaway	CY	Mississippi	MI		
Camden	CM	Moniteau	MU		
Cape Girardeau	CG	Monroe	MN		
Carroll	CA	Montgomery	MT		
Carter	CT	Morgan	MG		
Cass	CS	New Madrid	NM		
Cedar	CE	Newton	NE		
Chariton	CH	Nodaway	NO		
Christian	CN	Oregon	OR		
Clark	CK	Osage	OS		
Clay	CL	Ozark	OZ		
Clinton	CI	Pemiscot	PM		
Cole	CO	Perry	PY		
Cooper	CP	Pettis	PE		
Crawford	CR	Phelps	PH		
Dade	DA	Pike	PI		
Dallas	DL	Platte	PL		
Daviess	DV	Polk	PO		
Dekalb	DK	Pulaski	PU		
Dent	DE	Putnam	PT		
Douglas	DG	Ralls	RA		
Dunklin	DU	Randolph	RN		
Franklin	FR	Ray	RY		
Gasconade	GA	Reynolds	RE		
Gentry	GE	Ripley	RI		
Greene	GR	Saline	SA		
Grundy	GY	Schuyler	SK		
Harrison	HA	Scotland	SD		
Henry	HE	Scott	ST		
Hickory	HI	Shannon	SH		
Holt	HO	Shelby	SY		
Howard	HD	St. Charles	SC		
Howell	HL	St. Clair	SR		
Iron	IR	St. Francois	SF		
Jackson	JA	St. Louis	SL		
Jasper	JP	St. Louis City	SLC		
Jefferson	JE	Ste. Genevieve	SG		
Johnson	JO	Stoddard	SO		
Knox	KN	Stone	SN		
Laclede	LC	Sullivan	SU		

**ATTACHMENT A
EXHIBIT 4**

Architectural Survey Form



ARCHITECTURAL/HISTORIC INVENTORY FORM

1. Survey No.		2. Survey name:		
3. County:		4. Address (Street No.)	Street (name)	
5. City:	Vicinity: <input type="checkbox"/>	6. Geographical Reference:		7. Township/Range/Section: T: R: S:
8. Historic name (if known):			9. Present/other name (if known):	
10. Ownership: <input type="checkbox"/> Private <input type="checkbox"/> Public		11a. Historic use (if known):		11b. Current use:

HISTORICAL INFORMATION

12. Construction date:		15. Architect:	18. Previously surveyed? <input type="checkbox"/> Cite survey name in box 22 cont. (page 3)
13. Significant date/period:		16. Builder/contractor:	19. On National Register? <input type="checkbox"/> individual <input type="checkbox"/> district Cite nomination name in box 22 cont. (page 3)
14. Area(s) of significance:		17. Original or significant owner:	20. National Register eligible? <input type="checkbox"/> individually eligible <input type="checkbox"/> district potential (<input type="checkbox"/> C <input type="checkbox"/> NC) <input type="checkbox"/> not eligible <input type="checkbox"/> not determined
21. History and significance on continuation page. <input type="checkbox"/>		22. Sources of information on continuation page. <input type="checkbox"/>	

ARCHITECTURAL INFORMATION

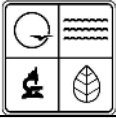
23. Category of property: <input type="checkbox"/> building(s) <input type="checkbox"/> site <input type="checkbox"/> structure <input type="checkbox"/> object		30. Roof material:	37. Windows: <input type="checkbox"/> historic <input type="checkbox"/> replacement Pane arrangement:
24. Vernacular or property type:		31. Chimney placement:	38. Acreage (rural): Visible from public road? <input type="checkbox"/>
25. Architectural Style:		32. Structural system:	39. Changes (describe in box 41 cont.): <input type="checkbox"/> Addition(s) Date(s): <input type="checkbox"/> Altered Date(s): <input type="checkbox"/> Moved Date(s): <input type="checkbox"/> Other Date(s): Endangered by:
26. Plan shape:		33. Exterior wall cladding:	
27. No. of stories:		34. Foundation material:	
28. No. of bays (1 st floor):		35. Basement type:	40. No. of outbuildings (describe in box 40 cont.):
29. Roof type:		36. Front porch type/placement:	41. Further description of building features and associated resources on continuation page. <input type="checkbox"/>

OTHER

42. Current owner/address:		43. Form prepared by (name and org.):	44. Survey date:
			45. Date of revisions:

FOR SHPO USE

Date entered in inventory:	Level of survey <input type="checkbox"/> reconnaissance <input type="checkbox"/> intensive	Additional research needed? <input type="checkbox"/> yes <input type="checkbox"/> no
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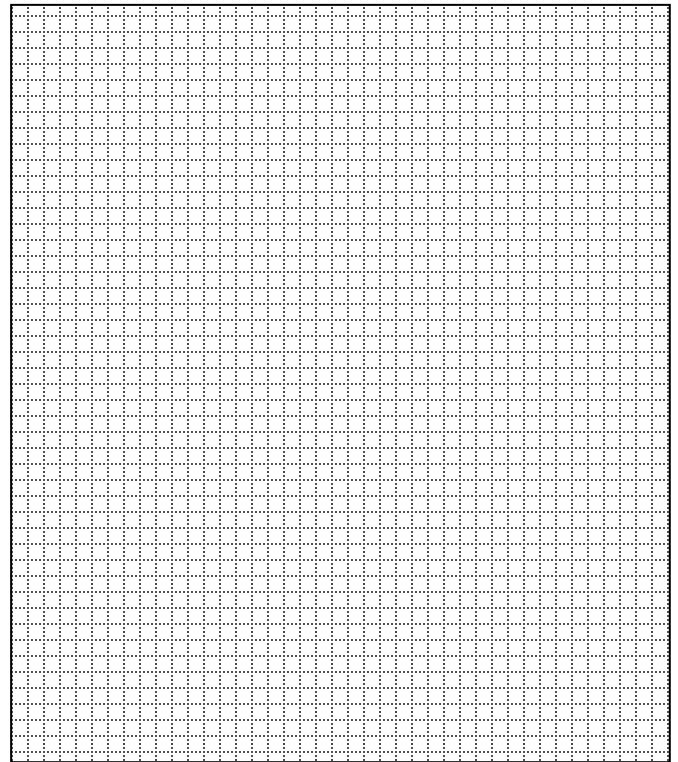
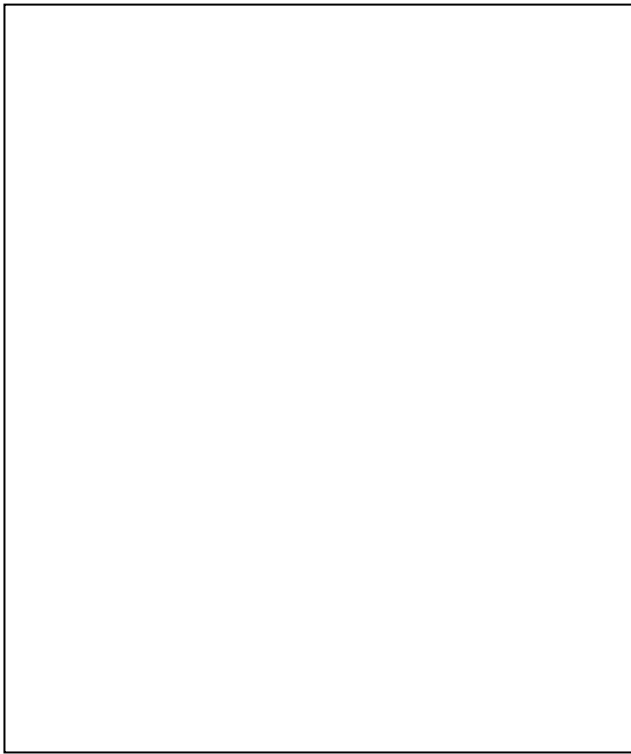


ARCHITECTURAL/HISTORIC INVENTORY FORM

<p>National Register Status: <input type="checkbox"/> listed <input type="checkbox"/> in listed district</p> <p>Name: <input type="checkbox"/> pending listing <input type="checkbox"/> eligible (individually) <input type="checkbox"/> eligible (district) <input type="checkbox"/> not eligible <input type="checkbox"/> not determined</p>	<p>Other:</p>
---	---------------

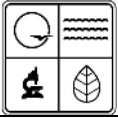
LOCATION MAP (include north arrow)

SITE MAP/PLAN (include north arrow)



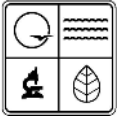
PHOTOGRAPH

<p>Photographer:</p>	<p>Date:</p>	<p>Description:</p>
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ARCHITECTURAL/HISTORIC INVENTORY FORM

Insert photograph of primary structure on property.



ADDITIONAL INFORMATION:

21. (cont.) History and significance. Expand box as necessary, or add continuation pages.

22. (cont.) Sources of information. Expand box as necessary, or add continuation pages.

40. (cont.) Description of environment and outbuildings. Expand box as necessary, or add continuation pages.

41. (cont.) Description of primary resource. Expand box as necessary, or add continuation pages.

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

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

Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This “flow down” requirement imposed on the sponsoring agent by the Department is to ensure the financial assistance agreement is used in accordance with Federal statutes, regulations and the terms of the agreement. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to federal agency for ensuring sponsoring agents comply with Federal requirements and with federal General Terms and Conditions:

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

I. Administrative Requirements

- A. **Method of Payment.** The recipient will be reimbursed by the Department for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the Department original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the Department payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the Department per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the Department prior to the closing budget date.
1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance

payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the Department and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The Department will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

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

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

C. Program Income.

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

2. Program income shall be deducted from total allowable outlays to determine net allowable costs. With prior approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied. For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

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

1. Match or cost share funding will be established by the Department through negotiation with the recipient. Signature by both the Department and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the Department, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The Department will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the Department. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

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

1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;
2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. **Internal Control.** Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the “Standards for Internal Control in the Federal Government” and the “Internal Control Integrated Framework”;
4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
5. **Allowable Costs.** OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
6. **Source Documentation.** Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the Department’s request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor’s Office or any of their designees;
7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the Department and spent by the recipient.

- F. Reporting of Program Performance.** The recipient shall submit to the Department a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the Department, the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.
- G. Budget and Scope of Work Revisions.** The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:
1. For non-construction grants, the recipient shall obtain the prior approval of the Department, unless waived by the Department, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the Department's share exceeds the simplified acquisition amount threshold.
 2. For construction and non-construction projects, the recipient shall obtain prior written approval from the Department for any budget revision which would result in the need for additional funds.
 3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the Department before making any fund or budget transfer from the non-construction to construction or vice versa.
 4. A recipient under non-construction projects must obtain prior written approval from the Department whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
 5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the Department. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.

6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.
8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the Department in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from Department when:
 - a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
9. Extending the agreement past the original completion date requires approval of the Department.

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

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property (including information technology systems) having a useful life of more than one year and a per unit acquisition cost which equals or exceed the lesser of the capitalization level established by the recipient for financial statement purposes or \$5,000.

- a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Department funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the Department or the federal agency. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the Department's prior written approval.
 - b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the Department, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
 - c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
 - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Department.
2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

- c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.
 - d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the recipient shall dispose of the equipment as follows:
- a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Department.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, the Department shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Department's share of the equipment. Disposition instructions must be requested from the Department when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the Department may direct the recipient how to dispose of the equipment.
 - d. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without Department's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will

vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the Department. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the Department reserves the right to file the same. The Department grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the Department. Payment of royalties by recipient to the Department will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the Department and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of the Department, the work for government purposes.
- L. **Prior Approval for Publications.** The recipient shall submit to the Department two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the Department.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the Department.
 2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal Department approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The Department and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the Department. Other portions of the audit shall be made available at the Department's request.
- P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Department must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Department obtains the research data solely in response to a FOIA request, the Department may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Department and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- Q. **Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

- R. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the Department's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.
- S. **Eligibility, Debarment and Suspension (SubPart C).** By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the Department all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the Department immediately. The Department will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.
- T. **Restrictions on Lobbying.** No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

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

- U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the Department. The recipient must use

recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

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

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above. For EPA funded financial assistance agreements, when

required the recipient shall utilize EPA form 5700-52A to report to Department procurements under the financial assistance agreement.

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

X. **Termination**

1. **Termination for Cause.** The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
2. **Termination for Convenience.** Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. Financial assistance agreements are not transferable to any person or entity.
4. Department and the recipient remain responsible for compliance with all closeout requirements.

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

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

2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
4. Withhold further awards from the recipient;
5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

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

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

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

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

DD. Federal Funding Accountability and Transparency Act (FFATA)

Requirements. If the original assistance agreement amount is \$30,000 or more or an amendment increases the award amount to \$30,000 or greater, the recipient must submit the following to the Department prior to Department signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
2. A unique entity identifier of the entity receiving the financial assistance;
3. A unique entity identifier of the parent entity of the recipient; and
4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

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

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

GG. Prohibition on certain telecommunications and video surveillance service or equipment. Recipient is prohibited from obligating or expending funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, cost incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - a. Procure or obtain, extend or renew a contract to procure or obtain;
 - b. Enter into a contract (or renew a contract) to procure, or
 - c. Obtain the equipment, services, or systems

II. **Statutory Requirements**

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

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:

3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.

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

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

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

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

ATTACHMENT B

EXHIBIT 1

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

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

_____ (hereinafter called "Applicant-Recipient")

(Name of Applicant-Recipient)

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

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

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

DATED

APPLICANT-RECIPIENT

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

APPLICANT-RECIPIENT'S MAILING ADDRESS

ATTACHMENT B

EXHIBIT 2

Mid-Term Budget Report

**INSTRUCTIONS FOR HPF GRANT
AGREEMENT MID-TERM BUDGET REPORT**

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

Historic Preservation Fund Grants GRANT AGREEMENT MID-TERM BUDGET REPORT

Project Name: _____ Project Number: _____

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

COMMENTS:

Authorized Signature

Date

ATTACHMENT B

EXHIBIT 3
Final Project Report

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

Project No.: 29-

Project Title: _____

Total Project Cost: \$ _____

Amendments with Approval Dates:

--

MAJOR WORK ITEMS	PLANNED	AMENDED	ACTUAL

Major Cost Items: (See Attached)

Publication	Name:		
	Date:		No. Copies.

Additional Information:

--

CERTIFICATION:

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

Deputy State Historic Preservation Officer

Approval Date

National Park Service

Date

Major Cost Categories

Project Number: 29- _____

Project Title : _____

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

ATTACHMENT B

EXHIBIT 4

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

U.S. Department of the Interior

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

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

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

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

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

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

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

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

CHECK ___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

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

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

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

ATTACHMENT C

GRANT NUMBER P22AF01279 BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
MISSOURI DEPARTMENT OF NATURAL RESOURCES
CFDA: 15.904

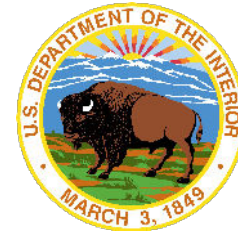
PROJECT TITLE: STATE HISTORIC PRESERVATION OFFICE FISCAL YEAR 2022
HISTORIC PRESERVATION FUND GRANT

TERMS AND CONDITIONS, FEDERAL TO STATE GRANT AWARD INCORPORATED
BY REFERENCE TO SUBRECIPIENT

Attached are the terms and conditions of the Department of the Interior, National Park Services to Missouri Department of Natural Resources grant award. A portion of these funds are being passed through Missouri Department of Natural Resources and awarded to you as a subrecipient. To ensure that this federal assistance is used in accordance with the federal statutes, regulations, terms and conditions of the federal award, 2 CFR 200.331 requires the Missouri Department of Natural Resources to ensure the requirements “flow down” to the subrecipient. The Missouri Department of Natural Resources hereby incorporates by reference the relevant, attached terms, conditions, disclosures and certifications in your grant agreement and requires compliance as a condition of your award.

1. DATE ISSUED MM/DD/YYYY 09/22/2022		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.904 - Historic Preservation Fund Grants-In-Aid			
3. ASSISTANCE TYPE Formula Grant			
4. GRANT NO. P22AF01279-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN P22AF01279		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2021		MM/DD/YYYY Through 09/30/2024	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2021		MM/DD/YYYY Through 09/30/2024	
8. TITLE OF PROJECT (OR PROGRAM) 2022 HPF SHPO - Missouri			

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
54 USC §301 et seq National Historic Preservation Act

9a. GRANTEE NAME AND ADDRESS NATURAL RESOURCES, MISSOURI DEPARTMENT OF PO BOX 176 Jefferson City, MO, 65102-0176		9b. GRANTEE PROJECT DIRECTOR Erin Garrison 1101 Riverside Dr Jefferson City, MO, 65101-4272 Phone: 573-751-1153	
10a. GRANTEE AUTHORIZING OFFICIAL TONI PRAWL 1101 RIVERSIDE DR JEFFERSON CITY, MO, 65101-4272 Phone: 5737517858		10b. FEDERAL PROJECT OFFICER Ms. Megan Brown 1849 C Street NW 7360 Washington, DC, 20240-1000 Phone: 202 354 2062	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION																			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) \$ 1,169,522.00																			
II Total project costs including grant funds and all other financial participation				b. Less Unobligated Balance From Prior Budget Periods \$ 0.00																			
				c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00																			
				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 1,169,522.00																			
				13. Total Federal Funds Awarded to Date for Project Period \$ 1,169,522.00																			
				14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):																			
				<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td>\$</td> <td>d. 5</td> <td>\$</td> </tr> <tr> <td>b. 3</td> <td>\$</td> <td>e. 6</td> <td>\$</td> </tr> <tr> <td>c. 4</td> <td>\$</td> <td>f. 7</td> <td>\$</td> </tr> </tbody> </table>				YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2	\$	d. 5	\$	b. 3	\$	e. 6	\$	c. 4	\$	f. 7	\$
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																				
a. 2	\$	d. 5	\$																				
b. 3	\$	e. 6	\$																				
c. 4	\$	f. 7	\$																				
				15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:																			
				<table border="1"> <tr> <td>a. DEDUCTION</td> <td rowspan="5" style="text-align: center; vertical-align: middle;">b</td> </tr> <tr> <td>b. ADDITIONAL COSTS</td> </tr> <tr> <td>c. MATCHING</td> </tr> <tr> <td>d. OTHER RESEARCH (Add / Deduct Option)</td> </tr> <tr> <td>e. OTHER (See REMARKS)</td> </tr> </table>				a. DEDUCTION	b	b. ADDITIONAL COSTS	c. MATCHING	d. OTHER RESEARCH (Add / Deduct Option)	e. OTHER (See REMARKS)										
a. DEDUCTION	b																						
b. ADDITIONAL COSTS																							
c. MATCHING																							
d. OTHER RESEARCH (Add / Deduct Option)																							
e. OTHER (See REMARKS)																							
				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:																			
				<table border="1"> <tr> <td>a. The grant program legislation</td> </tr> <tr> <td>b. The grant program regulations.</td> </tr> <tr> <td>c. This award notice including terms and conditions, if any, noted below under REMARKS.</td> </tr> <tr> <td>d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.</td> </tr> </table> <p>In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</p>				a. The grant program legislation	b. The grant program regulations.	c. This award notice including terms and conditions, if any, noted below under REMARKS.	d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.												
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c. This award notice including terms and conditions, if any, noted below under REMARKS.																							
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.																							

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICIAL:

Megan Brown, Chief - State, Tribal, Local, Plans & Grants
1849 C Street NW
7360
Washington, DC, 20240-1000
Phone: 202 354 2062

17. VENDOR CODE 0070421590		18a. UEI K6RXP4W58H4		18b. DUNS 878144757		19. CONG. DIST. 04	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051025213-00010	\$1,169,522.00	07/13/2022	12/31/2023	5140	FY223 HPF SHPO Missouri	

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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Final	01/28/2025

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Final	01/28/2025

REMARKS

- Grant Agreement
between
the United States Department of the Interior
National Park Service
and
the Above-Named Recipient

Articles

- Department of the Interior Standard Terms and Conditions

Recipients must also adhere the Department of Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

- Legal Authority

NPS enters into this Agreement pursuant to:

- National Historic Preservation Act (NHPA) 54 USC 300101 *et seq.*
- Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance
- 54 USC 302902(a) Grants to States
- 54 USC 302701(a) Grants to Indian Tribes and Native Hawaiian Organizations
- Consolidated Appropriations Act, enacted as P.L. 117-103,

- Performance Goals and Project Objectives

The objective of this Agreement is to provide Historic Preservation Funding (HPF) to State Historic Preservation Officers (SHPOs) for the protection and conservation of State, territorial, and local cultural and historic assets and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 *et seq.* (commonly known as the National Historic Preservation Act).

- Public Purpose

Annual Historic Preservation Fund grants to the 59 State Historic Preservation Offices (SHPO) support

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the Federal Preservation Partnership program by enabling the SHPOs to implement and fulfill the program areas outlined in the National Historic Preservation Act in accordance with their NPS approved State Historic Preservation Plans.

5. COVID-19 Provisions

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources. Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

6. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* includes:

1. Work agreed upon by the State Historic Preservation Officer (SHPO) and the NPS as stated in the State's annual application for Historic Preservation Fund grant assistance, and
2. Determined eligible as stated in the National Historic Preservation Act (NHPA), 54 USC 300101 *et seq.*, and in the *Historic Preservation Fund Grant Manual*.

7. Responsibilities of the Parties

1. The Recipient agrees to:
 1. Carry out the Statement of Work in accordance with the terms and conditions stated herein.
 2. Adhere to Federal, state, and local laws, regulations, and codes, as applicable.
 3. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
 4. Notify NPS of all selected subawards/subgrants, contracts, and in-house projects via HPF Online.
 5. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities.
 6. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317.

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2. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

8. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

9. Pre-Award Incurrence of Costs

The Recipient shall be entitled to reimbursement for costs incurred on or after the start date of this agreement, which, if they had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement. The start date is identified in block 6 of the Notice of Award.

The Recipient is not authorized to incur costs prior to the start date of this agreement.

10. Administrative & Indirect Costs

The Federally negotiated indirect rate to be applied against total direct costs, less equipment, capital improvements and passthrough funds in this agreement shall be 12.99%* TDC. This rate is valid through June 30, 2022. It is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate.

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate.

The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, shall not exceed 25% of the total budget.

Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other "overhead" functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

*Note: the negotiated indirect cost rate agreement between the Missouri Department of Natural Resources and the US Environmental Protection Agency provides for two rates -- 12.99% for "state parks programs" and 22.30% for "environmental program" *without* further defining those categories. Consequently, NPS interprets awards to the State Historic Preservation Office as a "state park program." If this is not the case, the recipient should promptly inform NPS and request a modification to this grant agreement.

11. Key Officials

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1. Communications. Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
2. Changes in Key Officials. Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

12. Award and Payment

1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
2. Recipient shall request payment in accordance with the following:
 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury’s Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided

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in subsequent fiscal years if project work is satisfactory and funding is available.

4. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the 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 NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
5. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

13. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

14. Insurance and Liability

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.

15. Reports and/or Outputs/Outcomes

1. Refer to the last page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
3. 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.
4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission of:
 1. An annual report package reflecting the first year of the period of performance (page 2, Report Cycle table, row 1) including:
 1. Updated HPF Online
 2. Annual SF-425, *Federal Financial Report*
 3. SF-428A, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)
 2. An annual report package reflecting the second year of the period of performance (page 2, Report Cycle table, row 2) including:
 1. Updated HPF Online
 2. Signed Carry Over Statement
 3. Annual SF-425, *Federal Financial Report*

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4. SF-428A, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)
3. Final report package reflecting the full period of performance of this award (page 2, Report Cycle table, row 3) including:
 1. Completed HPF Online
 2. SF-425, *Federal Financial Report*
 3. SF-428B, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)
 4. Copies of all indirect cost rate agreements, if any, applied against this grant
 5. Grant products, submitted digitally

16. Property Utilization

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 applies to this Agreement.

17. Modification, Remedies for Noncompliance, Termination

1. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
2. Additional conditions may be imposed by NPS 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 200.339.
3. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

18. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five year period; and
3. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a

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- monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- 3. An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
- 4. Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in paragraph 2.3.(1), (2), or (3) of this award term and condition;
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- 1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- 2. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- 3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

19. Funding Used for the Operation of Unmanned Aircraft Systems (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

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Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as: Scientific study, search and rescue operations, fire operations, and law enforcement.

Administrative use includes the use of unmanned aircraft by

- NPS personnel as operators or crew;
- cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

20. Patents and Inventions (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide 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.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

1. Definitions

1. *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
2. *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.
3. *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
5. *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954

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(26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

2. Allocation of Principal Rights

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

3. Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

1. The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.
2. The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.
3. The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

4. Conditions When the Government May Obtain Title

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

1. If the Recipient fails to disclose or elect title to the subject invention within the times specified in paragraph 3, above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.
2. In those countries in which the Recipient fails to file patent applications within the times

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specified in paragraph 3 above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in paragraph 3 above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

3. In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

5. Minimum Rights to Recipient and Protection of the Recipient Right to File

1. The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in paragraph 3, above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.
2. The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

6. Recipient Action to Protect the Government's Interest

1. The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to
 1. establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
 2. convey title to the National Park Service when requested under paragraph 4 above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the

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Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (3), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (3)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3. The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
4. The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

7. Subcontracts

The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

8. Reporting on Utilization of Subject Inventions

The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (10) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

9. Preference for United States Industry

Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

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10. March-in Rights

The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

1. Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees;
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph (9) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

11. Special Provisions for Agreements with Nonprofit Organizations

If the Recipient is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;
2. The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
3. The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (11)(4).

12. Communication

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Communications regarding matters relating to this provision shall be directed to:
Deputy Associate Solicitor
Branch of Procurements and Patents
Office of the Solicitor
U.S. Department of the Interior
1849 C Street, NW
Washington, DC 20240

21. Ensuring the Future Is Made in All of America by All of America's Workers per E.O. 14005

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

<https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>

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

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Interim progress reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

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/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

- **Electronic documents with images**

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content

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of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

- **Electronic documents with complex charts or data tables**

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

- **Electronic documents with forms**

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

23. General and Special Provisions

1. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, 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.
2. **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.
3. **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 Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
5. **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.
6. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
7. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
8. **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.
9. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS 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.
10. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and

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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.

11. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
12. **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.
13. **Conflict of Interest**
 1. Applicability.
 1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
 2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
 2. Requirements.
 1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
 3. Notification.
 1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
 4. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required

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certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

5. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
6. Enforcement. 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 for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

24. Signatures

Recipients are **not** required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down of funds, or accepting the award via electronic means.

25. **Build America, Buy America**

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States — this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica.

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Additional information can also be found at the White House Made in America Office website:
www.whitehouse.gov/omb/management/made-in-america/

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements. The DOI may waive the application of the domestic content procurement preference in any case in which the agency determines that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification

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may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply, other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives, that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Program Specific Requirements

1. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
2. Administrative costs necessary to complete and administer the grant requirements;
3. Rehabilitation of properties;

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1. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 2. All work must meet the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation*; and
 3. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
4. Survey and Inventory of historic resources to determine eligibility;
 5. Cost for administering an easement/covenant for the property;
 6. Cost for any required audits or financial requests;
 7. Cost for the production of project signs;
 8. Costs for public notice of grant opportunities;
 9. Costs associated with required training or reporting; and/
 10. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

2. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

1. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
2. Review and approval for compliance with the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation*;
3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
4. Review and approval for compliance with the National Environmental Policy Act (NEPA); and
5. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

3. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

4. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal

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property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

5. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

6. Requirement for Project Sign & Public Notification

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 public notification 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 obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects 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. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

“[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior.”

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

7. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA)

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of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should use **HPFOnline** to submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in [NPS Director's Order 12](#)) can be utilized.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following through HPFOnline:

1. a site plan that has the north direction clearly marked;
2. a city/county map with the site of the property clearly labeled;
3. set of plans and specifications for the project;
4. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
5. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
6. for NHL Districts include overall views of the district from the project area; and
7. 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 the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and*

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Historic Preservation, 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 the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

12. 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, as applicable.

13. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.

14. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

15. Subgrant Awards

The awarding of subgrants must follow the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

16. 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

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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.

17. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

18. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

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

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses 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 individuals' privacy, civil rights, and civil liberties prior to expending such funds.

20. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees 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, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS ATR within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity:

1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of

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funding awarded.

2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 10 years remaining on a previous 20-year easement, and receives \$300,000 in HPF funding, an amendment to add 15 years would be required.

3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
\$1-\$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement
\$250,001 - \$500,000	15-year minimum preservation covenant/easement
\$500,001- \$750,000	20-year minimum preservation covenant/easement
\$750,001+	25-year minimum preservation covenant/easement

21. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

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22. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & 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.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

23. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

24. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

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 under Grant Number [insert grant number] (and HPF Online Project Number, if applicable). 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."

1. 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.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

25. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards and other factors.

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This award has been determined to be a low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

26. Cost Sharing/Matching Requirement

A minimum of 40% non-Federal cost-share is required for costs incurred under this grant program. The recipient agrees to contribute the amount identified in block 11n in eligible non-Federal matching contributions that are allowable, properly documented, and must be used during the grant period to share the costs for this statement of work. 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.

27. Pass-Through to Certified Local Governments

At least 10.0% of the amount awarded to each state (the Federal share of this grant) must be transferred to eligible Certified Local Governments (CLGs) in the state. **Funds not obligated to CLGs by July 1 of the second year may be recaptured and redistributed to the benefit of other CLGs. Funds not expended in the third year may be recaptured and returned to the U.S. Treasury.** If the State anticipates possible recapture, they must notify the NPS as soon as possible so they may assist in possible redistribution of the funds.

AWARD ATTACHMENTS

NATURAL RESOURCES, MISSOURI DEPARTMENT OF

P22AF01279-00

1. Environmental Certification
2. Digital Products Submission Guidelines



United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, NW
Washington, DC 20240

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 *Categorical Exclusions* (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently: **F.1 – F.6 – Actions Related to Grant Programs**

Megan J. Brown
Chief State, Tribal, Local, Plans & Grants
National Park Service

[effective as of Date Issued]
(block 1, page 1)

Digital Product Submission Guidelines

The National Park Service’s (NPS) State, Tribal, Local Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS’s digital repository system. The see grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under “Select a Park, Office, Program or Region” and selected a category of featured context.

What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

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>

- **Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.

"This material was produced with assistance from the [Name of Program], 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."

- For additional questions about the required disclaimer, consult with your NPS grant manager.

Naming files for submission:

- Name each file you will be submitting using the following naming convention:
SHPO_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_[Short File Description]
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For “Short File Description,” write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.
Ex: Audio files submitted under a FY2018 grants by the DC State Historic Preservation Office
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview001.mp3
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview002.mp3

Required file formats and resolution standards:

- *Reports and publications:* PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- *Photos:* JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
 - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** [Photo release forms are available on the STLPG website.](#)
 - **Development (construction) grants must submit photographs 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 the [NPS Documenting Historic Places on Film guidelines](#) for more information on photographing a variety of historic environments and buildings.
- *Videos:* MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio:* Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [National Archives' Tables of File Formats.](#)

Creating an index file for your submission:

- Include this information in the index file for each product that is being submitted:
 - Grant Number
 - Subgrant Number (if applicable)
 - Title of Product
 - Filename
 - Product Creator(s) (give full names and their roles include up to 5 names or organizations)
 - Date Completed
 - Extent (number of pages, photographs, or length of audio/video files; use when applicable)
 - Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:
SHPO_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_Index.docx
Ex. SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_Index.docx
- Only submit one index per submission, including all of the products in that submission

Submitting Your Files:

1. Email stlpg@nps.gov to ask to be added to your grant folder.
2. You will receive an e-mail from the Records Management Assistant's e-mail account (currently caitlin_white@partner.nps.gov) with the subject 'White, Caitlin E shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
4. A second e-mail from no-reply@sharepointonline.com with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
 - a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
5. Click the 'Upload' button at the top of the page.
 - a. It will give you the option to either upload file(s) or a folder.
6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
7. E-mail the stlpg@nps.gov account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and **YOUR FILES WILL NOT BE CONSIDERED SUBMITTED UNTIL THIS EMAIL IS RECEIVED.**

Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS's digital repository system. If so, we will upload the files there and make them publicly available.