

**FOR INFORMATION PURPOSES ONLY**

Note: This document will be sent to those awarded a Natural and Cultural Heritage Grant as part of the official notification of the awarded grant. Do not sign and return at this time.

**Douglas County Heritage Conservation Council  
NATURAL AND CULTURAL HERITAGE GRANT PROJECT AGREEMENT**

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**Grant Recipient:** \_\_\_\_\_

**Project No:** \_\_\_\_\_

**Total Project Budget \$** \_\_\_\_\_

**Award: \$** \_\_\_\_\_

**THIS AGREEMENT** is hereby entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Douglas County, 1100 Massachusetts Street, Lawrence, KS 66044, acting through the Heritage Conservation Council (HCC), and, <<applicant name>>, <<applicant add1>>, applicant add2>>, <<applicant cityst>>, <<applicant tzip>>, herein called the Grantee.

**WHEREAS**, the Grantee has applied for and been awarded \$----- from the *Natural and Cultural Heritage Grant Program* for the <<title/purpose of project>>.

**NOW THEREFORE**, in consideration of the award of the grant, the Grantee agrees to administer said grant in accordance with the following policies and procedures:

**A. AUTHORITY**

The Grantee certifies that it has the power and authority to effect this transaction and agreement.

The address and legal description for the subject property/project is as follows:

The grant recipient agrees to accept the award to carry out the project as approved by and under the conditions imposed by the HCC.

**B. PROJECT DESCRIPTION**

The Grantee agrees:

- 1) to perform and produce the scope of work described in the grant application (Appendix A) and as applicable, HCC amendments (Appendix B) to the scope of work, in accordance with all applicable plans and specifications.
- 2) that only the items/activities set forth in the project budget may be charged against the grant project.
- 3) that any project expense not specifically approved in the project budget will not be allowed except upon prior written request by the Grantee and prior written approval by the HCC.
- 4) that no grant funds may be used to pay indirect project costs unless essential to the project and justification is provided.

5) to submit quarterly Interim Project Reports to the Heritage Council Coordinator. Reports will be submitted on forms provided by the Heritage Council Coordinator and will compare planned work and schedules with actual project progress.

7) that it will inform the HCC Coordinator as soon as possible of any significant problems, delays, or adverse conditions, actual or anticipated, during the course of the project which will materially affect the project or cause the project to fall behind schedule (Refer to Section G.1 Amendments).

8) to perform the activities and produce the products described above in accordance with the standards, guidelines and/or best practices outlined in the grant application. HCC reserves the right to withhold payment, declare all or part of the work ineligible for reimbursement, or take other corrective action if the grant recipient fails to perform these activities in accordance with these standards, guidelines and/or best practices.

**C. GRANT PERIOD**

Starting Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

All parties must sign this agreement before project work begins.

The Grantee must complete the project work, all reporting requirements, and must submit a properly documented request for final reimbursement no later than thirty (30) days after the ending date.

Grantees who are unable to complete the project work by the ending date must notify the Heritage Conservation Coordinator in writing at least thirty (30) days before the ending date to formally request an extension of the project ending date.

**D. COMPETITIVE PROCUREMENT PROCESS**

1) Any services and/or materials that are expected to cost \$20,000 or more must seek at least three competitive bids or quotes from qualified individuals/firms. The Grantee must maintain financial records that verify the cost was competitively based on at least three written quotes submitted in response to written specifications. A waiver is permitted if fewer than three qualified individuals/firms are available to perform services and/or provide materials.

2) Although it is not always necessary to select the lowest bid, an explanation for the selection must be documented which should be retained in your files and made available to the HCC upon request. You should also maintain procedures to ensure that procurement of goods and services, including consultant services, do not present a conflict of interest.

**E. PAYMENT SCHEDULE**

**Grants less than or equal to \$5,000**

1) Once a grant performance agreement has been fully executed, the Grantee may begin project work. Grantee will receive a check from Douglas County for fifty percent (50%) of the grant award.

2) The remaining fifty percent (50%) of grant funds will be released as the final payment after work is completed, receipt of fiscal documentation and Final Project Report have been reviewed and accepted by the HCC (Refer to Section F).

### **Grants greater than \$5,000**

1) Once a performance agreement has been fully executed, the Grantee may begin project work.

2) The Grantee shall pay in full all costs of the project as they become due and payable. The Grantee may request reimbursement when milestones of the project have been completed corresponding to the approved project description.

3) The Grantee shall submit an invoice with itemized records, including copies of bills and invoices, for eligible expenditures. The records submitted must itemize the cost of labor and materials, and describe the work performed as it relates to the approved scope of work and approved budget.

4) The HCC Coordinator, on behalf of the HCC, will review requests for reimbursement. Once approved, the County will disburse the reimbursement for the itemized costs to the Grantee no sooner than two weeks upon submission of reimbursement request.

5) HCC reserves the right to withhold payment if the grant recipient falls behind schedule or if the project exhibits substandard work. HCC will certify expenditures of the grant recipient as eligible for reimbursement only if the quality of work and the progress are acceptable. Expenditures of the Grantee will be certified for reimbursement by HCC only if they are:

- a) made in payment of an obligation incurred during the grant period;
- b) part of the approved budget;
- c) are adequately documented with purchase orders, requisitions, bills, as well as canceled checks or other evidence of expenditure.

6) Ten percent (10%) of the total grant amount will be retained until the Final Project Report (Refer to Section F) has been reviewed and approved by the HCC.

### **F. FINAL REPORTING AND FINANCIAL DOCUMENTATION**

1) The Grantee will submit a completed Final Project Report (supplied by the HCC) consisting of a) project narrative; b) all financial documentation for project expenditures and c) photographs documenting project work. The Final Project Report will be submitted no later than 30 days past designated project end date.

2) The financial documentation for project costs shall include acceptable types of documentation such as: a) copies of requests for bids, b) copies of bids received, c) criteria and process used to select contractor(s); d) copies of In-Kind (Grantee) and/or Donated Services (Volunteers), timesheets, copies of canceled checks, and copies of invoices as appropriate.

The Final Project Report should be submitted to Heritage Council Coordinator, Douglas County Courthouse, 1100 Massachusetts Street, 2<sup>nd</sup> Level, Lawrence, KS 66044.

3) The Grantee agrees to maintain records to document any matching funds claimed as part of the project. The Grantee further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.

4) The Grantee agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the County or its designated representatives.

## **G. AMENDMENTS AND CANCELLATION**

### **1) AMENDMENTS**

Any significant variations from proposed work, costs, and/or time frames described in this agreement which are experienced or anticipated during the course of the project and any significant problems, delays, or adverse conditions which materially affect planned performance should be submitted as soon as possible in writing to Heritage Council Coordinator, Douglas County Courthouse, 1100 Massachusetts Street, 2<sup>nd</sup> Level, Lawrence, KS 66044.

The HCC will review submitted grantee requests. The HCC Coordinator will respond in writing, either approving or not approving the changes, and may amend the agreement if deemed necessary. Variations which are not known until the conclusion of the project may be submitted with the financial documentation; however, the Grantee understands that costs may be disallowed if changes are not approved. Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement or their successors in office.

### **2) CANCELLATION**

The County reserves the right of termination for cause on a thirty (30) day notice should it be determined that the grantee has failed to materially comply with the terms and conditions of the agreement. The agreement may also be terminated when both parties agree that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of the County and/or Grantee. In the event of termination, the County may refrain from disbursing the proceeds of the grant.

## **H. MAINTENANCE AGREEMENT**

The Grantee agrees to own and maintain the property, and if not the owner maintain the property, according to the following provisions beginning with the signing of this agreement and ending five years from the completion of the project as indicated by the acceptance of the completion report by the HCC.

### **1) MAINTENANCE OF FUNDED WORK**

The Grantee agrees to maintain all portions of the property preserved, repaired, or restored with HCC grant monies for the duration of the agreement.

### **2) MAINTENANCE**

The Grantee shall preserve and maintain said property in accordance with the generally accepted guidelines and best practices.

### 3) PROTECTION

The Grantee shall not undertake or permit to be undertaken any activity on the property which would affect the integrity of any structure and/or any natural area that falls under the work funded by this grant, without the express written prior consent of the HCC by a fully authorized representative thereof, in addition to any necessary permit required by local authorities.

### 4) DAMAGE OR DESTRUCTION

In the event of severe damage or total destruction to the property (defined, for purposes of this agreement, as sudden damage or loss caused by fire, earthquake, inclement weather, acts of God, acts of the public enemy, riot or other similar casualty), this agreement shall terminate as of the date of such damage or destruction.

### 5) DISUSE OR NEGLECT

HCC may require such weatherproofing or structural repairs as may be necessary to prevent serious deterioration of the structure or the work funded by the grant. After reasonable notice to and the willful failure of the Grantee to provide such repairs, HCC may require grant funds be repaid in full or part.

### 6) INSPECTION

HCC, or a duly appointed representative of the County, shall be permitted to inspect the property at reasonable times in order to ascertain if the above conditions are being observed.

### 7) NON-COMPLIANCE

In the event of a violation of this Maintenance Agreement (Section H.1-H.3, H.5-H.6) and in addition to any remedy now or hereafter provided by law, HCC may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration of the property to its condition at the time of this agreement, or condition at the time of the most recent satisfactory HCC inspection. HCC may choose to recapture the grant funds in their entirety rather than order the restoration of the property. This decision would be made at the discretion of the County. HCC shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

### 8) RIGHTS NOT WAIVED

The failure of the HCC to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

## **I. SPECIAL TERMS AND CONDITIONS**

- 1) HCC agrees to:
  - a) Respond promptly to Grantee inquiries;
  - b) Process requests for reimbursement promptly and in accordance with the requirements of this agreement.
  
- 2) Other special terms and conditions follow:
  - a) AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that HCC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
  
  - b) RETENTION OF PROPERTY: If ownership of real property is not maintained by the Grantee (or a designated heir, in the case of the Grantee's death) from the date of signing this contract until one year after the project is completed, the HCC grant funds must be repaid in full. For properties held between one and five years after the project is completed, the grant recapture amount is reduced by twenty percent per year. Transfers of property during the course of the HCC grant will result in a full recapture of grant funds unless the transfer is approved in writing by the HCC.
  
  - c) PUBLIC ACKNOWLEDGMENT OF FUNDING SOURCE: When issuing press releases, official statements, or documents that describe the project funded by the HCC, a acknowledgment line must be included that reads:

**This project is partially supported by funds from the Douglas  
County Natural and Cultural Heritage Grant Program.**
  
  - d) ROYALTY-FREE LICENSE: The Grantee agrees to provide Douglas County with a non-exclusive, royalty-free license to use, and to allow others to use, any reports, photographs, or other materials funded by the grant.

**J. GENERAL CONDITIONS**

The Grantee agrees that it will comply with and abide by the following general conditions of the grant.

1) CIVIL RIGHTS, DISCRIMINATION, AND EQUAL OPPORTUNITY

By signing this agreement, all Grantees certify that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable.

2) CONFLICT OF INTEREST

The Grantee warrants full compliance with the Kansas Conflict of Interest Act, K.S.A. 75-4301 et seq.

3) DISCLOSURE OF INFORMATION AND RECORDS RETENTION

- a) Financial records, supporting documents, statistical records, and all other records pertinent to this grant are subject to the Kansas Open Records Act, K.S.A. 45-215 through 45-225.

b) The Grantee hereby agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the State of Kansas, whichever is sooner. The County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

4) IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this grant agreement the grant recipient certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

5) DOUGLAS COUNTY HELD HARMLESS FROM CLAIMS AGAINST GRANTEE

The Grantee agrees that Douglas County and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the grant recipient hereunder and resulting solely from the negligent acts or omissions of the grant recipient, its agents, employees and subcontractors. Such claims may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

6) GRANTEE RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL CODES, RULES, REGULATIONS

The Grantee is responsible for compliance with all life safety codes, zoning regulations, and other applicable national, state and local codes, rules, and regulations. The Grantee is responsible for the identification and execution of all work performed under this agreement.

**I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.**

In witness whereof, the parties have executed this project agreement.

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**Grantee, Authoring Official**

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Typed or Printed Name and Title of Signator

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**Grantee, Project Director (if different than above)**

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Typed or Printed Name, Title and Contact Information of Signator

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**County Commissioner**

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Typed Name of County Commissioner