

2024 CALIFORNIA MARITIME HERITAGE GRANTS GUIDELINES

California Office of Historic Preservation
September 2024

This material was produced with assistance from the National Maritime Heritage Grants Program, administered by the National Park Service, Department of the Interior under Grant Numbers P23AP01330 and P23AP01503. 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.

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INTRODUCTION

Program Purpose

The Office of Historic Preservation (OHP) is pleased to announce the availability of federal competitive grant funds provided by the National Park Service (NPS) for the stewardship and preservation of historical and archaeological resources associated with the maritime history of California.

The primary goal of this grant program is to assist with and promote the active preservation and use of California's irreplaceable maritime heritage properties. The primary objectives for this grant program are to: 1) Assist in the preservation of resources related to California's maritime heritage that are historically under-represented and/or are of statewide or national importance; and, 2) Provide increased opportunities for the general public to visit and learn about historic properties related to maritime history.

Program Administration

The California Office of Historic Preservation, within the Department of Parks and Recreation, is the program administrator for these Maritime Heritage Grant funds. Grants will be administered in accordance with the National Park Service's National Maritime Heritage Grants website (see <https://www.nps.gov/orgs/1220/maritime-heritage-grants.htm>) and Notices of Funding Opportunity for the grant programs (see <https://grants.gov/search-results-detail/340209> for preservation grants and <https://grants.gov/search-results-detail/340210> for education grants).

Eligible Entities

Grant funding is available for properties owned by or projects undertaken by the following entities:

- Public agencies (e.g., state agencies, cities, counties, and special districts)
- Nonprofit organizations existing under Section 501 (c)(3) of the United States Internal Revenue Code, that have, among their principal charitable purposes, the preservation of historic resources for cultural, scientific, historic, educational, recreational, agricultural, or scenic opportunities
- California Indian Tribes that appear on the list of the California Native American Heritage Commission

Eligible Project Criteria

The Application Evaluation and Selection Criteria section below contains detailed information about the criteria and points that will be used to evaluate and score all complete grant applications. This grant program uses the same criteria as the previous federal maritime heritage grants programs, with bonus points for applicants that have or are creating a K-12 educational program or component, or for projects that focus on an under-represented aspect of maritime history or that preserve a site of statewide or national significance or that address the impacts of climate change on maritime heritage resources.

Program Deadlines

Grant funds will be awarded in one grant cycle. The deadline for applications for this grant cycle is **5:00 PM on Tuesday, November 12, 2024**. The OHP may add a second cycle of grant funding if additional funds are made available at a later date or previously allocated funds are not utilized by grant recipients.

It is anticipated that selected grant projects will be announced in mid-January 2025, with grant agreements in place in February 2025. All grant project timelines must begin on or after February 1, 2025, and must be completed by February 28, 2027.

Selection Process

Grant applications will be evaluated and ranked by OHP staff and designated members of the State Historical Resources Commission, with final recommendations made by the State Historic Preservation Officer. Selected projects must be reviewed and approved by the National Park Service prior to final grant selection and grant agreement execution.

Questions?

Please address questions about the 2024 California Maritime Heritage Grants program to the Office of Historic Preservation Fiscal and Grants Coordinator at maritimegrants.ohp@parks.ca.gov or 916-445-7000.

MARITIME HERITAGE RESOURCES AND GRANT PROJECT TYPES

The maritime heritage grants program is designed to support various maritime heritage education projects and preservation projects that focus on three broad categories of historic maritime resources: Historic Maritime Properties, Maritime Heritage Collections, and Traditional Maritime Skills. Ensure that your application demonstrates how one or more of these three categories of resources will benefit from proposed grant-assisted activities.

Maritime Heritage Resources

Historic Maritime Properties

Historic maritime properties are defined in accordance with the criteria established by the National Register of Historic Places and refer to those properties relating to, or bordering on, the sea or inland waters; or relating to navigation or commerce of the sea or inland waters; and consist of:

- Maritime Districts, which make up a geographically definable area possessing a significant concentration, linkage or continuity of maritime sites, buildings, structures or objects united by past events or by plan or physical development;
- Maritime Sites such as submerged or terrestrial maritime-related archaeological sites or other maritime sites that are the location of a significant event or activity, and buildings or structures where the location itself maintains historical or archaeological value regardless of the value of any existing structure;
- Maritime Buildings such as lighthouses, lifesaving stations, custom houses, warehouses, hiring halls, sailors' homes, marine hospitals or other maritime buildings created to shelter any form of human activity, or maritime buildings comprising a historically related complex such light stations or lifesaving stations;
- Maritime Structures where a work is made up of interdependent and interrelated parts in a definite pattern of organization such as stationary waterfront cranes, locks, canals (maritime structures, constructed by humans, are often large scale engineering projects);
- Maritime Objects such as vessels, shipwrecks and hulks, floating drydocks, piers or cranes, or other maritime objects that are by nature moveable yet related to a specific setting or environment.

Regardless of property type, all historic maritime properties eligible for these grants must be significant in American history, architecture, archaeology, engineering, or culture at the national, state, or local level and possess integrity of location, design, setting, materials, workmanship, feeling, and association. To be considered significant, a maritime property must meet one of the four National Register criteria:

- A. Be associated with events that have made a significant contribution to the broad patterns of American history; or
- B. Be associated with the lives of persons significant in our nation's past; or
- C. Embody characteristics that are distinctive of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic value; or represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. Have yielded or may be likely to yield, information important in prehistory or history.

In general, maritime properties must be 50 years of age or older to be considered historic and therefore eligible for funding considerations under this grant program. However, a maritime property that has achieved historical significance within the past 50 years may also be considered eligible for funding considerations if it is of exceptional importance.

Maritime Heritage Collections

Maritime collections consist of assemblages of objects, documents, and archaeological resources pertinent to the understanding of the maritime heritage of the United States which are collected according to a rational scheme and maintained so they can be cared for, studied, and interpreted for public benefit.

- **Objects.** An object when used within the context of a maritime collection has a different meaning from its use as a historic maritime property category. In this case, an object is considered a material thing possessing functional, aesthetic, cultural, symbolic, or scientific value, usually portable by nature or design. Objects that are part of a maritime collection shall be comprised of those material things that embody events, work, thought, arts, and institutions reflective of human activity associated with the sea and inland waters and may include prehistoric and historic maritime artifacts, models, works of art, and fragments or components of maritime buildings, structures or objects that are obtained or collected through non-archaeological methods or techniques.
- **Documents.** A document when used in the context of a maritime collection refers to recorded information that will contribute substantially to the understanding and interpretation of maritime heritage in the United States. These records should be directly linked to those human activities associated with maritime history and culture and shall be organized in a manner that facilitates access, especially for research and reference use. Such recorded information consists of assemblages of archival records, manuscripts, or published materials. Documents may include archival materials of a maritime organization or institution, manuscripts comprised of textual, electronic, sound, or visual formats, as well as published

materials including books, reports, journals, pamphlets, electronic media, microforms, photographs, film, and graphic and audio documents related to maritime heritage of the United States.

- **Archaeological Resources.** Archaeological resources within the context of maritime collections consist of those submerged or terrestrial material remains that have been excavated or removed in connection with an archaeological investigation of prehistoric or historic maritime properties. Archaeological resources also consist of associated records that are prepared or assembled in connection with the archaeological investigation of prehistoric or historic maritime properties. Classes of material remains may include excavated fragments or components of shipwrecks (pieces of ships hulls, rigging, armaments, cargo, etc.), and other historic maritime properties, as well as excavated artifacts of human manufacture such as tools, weapons, and other materials related to maritime heritage. Classes of associated records include all records relating to the investigation of a resource such as research proposals, permits, field notes, etc., records relating to the identification of a resource using remote sensing methods and equipment, and public records and archival records essential to understanding the resource such as deeds, historical maps, drawings, photographs, and manuscripts.

Traditional Maritime Skills

Traditional maritime skills consist of activities associated with the naval, commercial, and navigational activities of, or relating to, the sea or inland waters that are handed down from generation to generation, by word of mouth or by practice. These traditional activities pertain to recognizable, though not necessarily identical, practices that are transmitted across at least two successive generations and include those maritime skills, arts, crafts, trades, techniques, or occupations generally thought of as requiring use of hands or special training.

Maritime Heritage Grant Project Types

Maritime Heritage Grants funds may be used for either preservation or education projects. Ensure that your application demonstrates how your proposed project falls under one or more of the following definitions of grant-assisted activities.

Preservation Projects

Grants available under the Preservation Projects category are for activities that include:

1. Preserving historic maritime resources of all types (buildings, structures, sites, objects, and districts);

2. Acquiring real property that represents or contains historic maritime resources for purposes of preservation;
3. Preserving and making available to the public maritime heritage collections; and/or,
4. Preservation projects that support teaching and passing on to future generations traditional maritime skills.

Note: Maritime Heritage Grant funds may not be used for reconstruction projects.

Education Projects

Grants available under the Education Projects category are for activities that:

1. Educate the public about historic maritime resources of all types (buildings, structures, sites, objects, and districts);
2. Make use of maritime heritage collections to carry out public education activities; and/or,
3. Develop ongoing programs that help to teach and pass on to future generations traditional maritime skills.

Required Educational Component for All Grant Projects

All grant projects, whether they are preservation projects or education projects, must contain an educational component. All project applicants will be required to provide information as to what California academic content standards are supported by their proposed project, and that information will be made available on the SHPO's website for selected subgrants. Additionally, all applications will be required to be accompanied by a plan for an educational component for the project that is commensurate with the project's type and scope. In relation to the scoring of applications, extra points will be allotted to those grant recipients that have an active K-12 educational program that will incorporate the proposed project or that will be creating K-12 educational materials as part of grant activities.

Requirements for Projects that Include Real Property Acquisition

1. Acquisition can be fee simple title, or by whatever lesser rights will ensure the desired project goals without diminishing the control and tenure of the Grant Recipient's ability to enforce all Maritime Heritage Grant requirements, including the requirement for a preservation easement.
2. A preservation easement must be recorded on the property after the acquisition is complete.

3. Grant Recipient must secure Title Insurance.
4. Acquisition must result in meeting all anticipated project goals by the end of the grant agreement period.
5. The following acquisition costs cannot be charged against the grant nor used as match: incidental costs of preliminary title reports, appraisal fees, surveys, brokerage fees, escrow costs, and title insurance.

FUNDING AMOUNTS AND PAYMENT INFORMATION

Available Funding

For preservation projects: There is **\$98,500 in total available** for preservation projects. **Subgrant award amounts may range from \$10,000 to \$50,000** (for total project costs of \$20,000 to \$100,000).

For education projects: There is **\$224,415 in total available** for interpretation/ education projects. **Subgrant award amounts may range from \$5,000 to \$40,000** (for total project costs of \$10,000 to \$80,000).

Matching Funds

All grant funds awarded must be matched on at least a 1:1 basis by cash or in-kind funding. Applicants' match can come from local, state, or private funds, or from in-kind resources. In-kind contributions are noncash contributions provided by the grant recipient or other party and consist of the value of materials, goods, and/or services directly benefiting and specifically identifiable to the project. Federal funding cannot be used as a match for the maritime heritage grant funds.

What Is Not Funded

The following non-exclusive categories of costs may not be charged against the grant funds nor used towards the required match:

- Long-term maintenance or curatorial work beyond the grant agreement period
- Activities that train a professional to perform his or her work better
- Cash reserves, endowments, revolving funds, or fund-raising costs
- Work performed or payments made prior to the start date of the grant agreement or after the end date of the grant agreement
- Lobbying, fundraising, or advocacy activities
- Costs for work completed or funded through other federal programs
- Miscellaneous costs, contingencies, reserves, or overhead
- Event/publicity costs, including food and beverages
- Damage judgments or other lawsuit costs
- Contract cost overruns exceeding the allowable amount as per contract specifications
- Bonus payments of any kind
- Purchase of equipment costing more than \$4,999

Indirect costs may not be funded by grant funds. However, if an applicant has a formal indirect cost rate agreement with a federal agency, the OHP may allow for indirect costs to be used as match. Applicants who wish to do so must include their indirect cost rate with their grant application and show indirect costs on their budget form and worksheet.

General Funding Information

The OHP reserves the right to determine the total amount of the grant award, which may be lower than the amount requested in the application.

No funds shall be disbursed until there is a fully executed grant agreement in place for the project, all environmental review and compliance requirements have been met, and an easement for the preservation of the property, if an easement is required, has been recorded with the County Recorder where the property is located.

Generally, grant funds shall be disbursed as reimbursement for payments made, after the required form and backup documentation for both grant and matching funds have been received and approved by the OHP. Requests for advance payment of grant funds must be accompanied by a thorough needs justification and identification of the basis of the match for the requested funds, and will be reviewed and approved on a case-by-case basis.

All grant funds not expended by Grant Recipient shall revert to the OHP and may be available for redistribution as determined by the OHP.

GENERAL PROGRAM REQUIREMENTS

Property Ownership

If the owner of a property that is the subject of a proposed project is different than the applicant, then the applicant must include written permission from the owner to proceed with the project. If a preservation easement is required for the project, this should be explicitly acknowledged in the owner's consent letter as well. The letter of owner consent must be submitted with the application and be signed no earlier than 60 days before the application due date and pertain to this specific application, as appropriate. Previous letters of owner consent will not be accepted.

Site Inspections

The OHP may conduct an initial site inspection before a grant agreement is fully executed, periodic site visits to determine if work performed continues to be in accordance with approved project scope, and/or a final site inspection of the completed project before authorizing final payment.

Project Reporting

Grant Recipients shall submit to the OHP semi-annual reports, including photographs of project in progress, commencing six months after grant agreement execution and until the project is completed. Requests for grant funds will not be approved unless said progress reports are on file at the OHP. Non-compliance with reporting requirements may result in loss of grant funds.

Grant Recipients shall document project costs, including both grant and matching funds, as the project proceeds. Grant Recipients shall submit to the OHP a final project report, including project completion photographs. All grant-funded projects may be subject to a final audit after completion.

Project Sign

All development or construction projects shall include a sign acknowledging the source of funds pursuant to the guidelines developed by the National Park Service. For projects where the physical location does not lend itself to signage, contact the OHP to discuss how the signage requirement may be met through alternative methods or media.

Public Benefits, Access, and Support

Applicants shall demonstrate in the project application form how the proposed project will benefit the public and shall demonstrate public support for the proposed project.

Grant Recipients shall provide for public access to the completed projects. In certain select situations, the public access requirement may be waived in lieu of grant recipient creating a permanent online presence that fully informs the public about the project. Request to waive the public access requirement should be noted in the grant application and shall then be discussed with the OHP.

All grant recipients will be required to have public information about the grant project available online upon project initiation, to which the OHP's website will link. Grant recipients will also be required to issue press releases upon award acceptance and upon project completion, as well as to utilize their own communication networks and websites to distribute information about the project.

Easement Requirements

Grant Recipients agree to assume, after the completion of the projects, the total cost of continued maintenance, repair, and administration of the grant-assisted property in keeping with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. Accordingly, for any acquisition, development, or construction projects, the execution of a preservation easement or covenant, approved by the OHP and the NPS, is required. See Appendix 8 for sample easement/covenant language.

- The term of the easement or covenant must run 20 years after the end date of the grant agreement.
 - If the historic property is not currently protected by a preservation easement/covenant, a preservation easement/covenant must be executed for 20 years.
 - If the historic property is currently subject to a preservation easement/covenant that meets the minimum preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded.
 - If the historic property is currently protected by a perpetual or other preservation easement/covenant that meets or exceeds the requirements of this grant program as determined by the OHP and NPS, no additional duration or restrictions are necessary.
- The easement or covenant must be executed by registering it with the deed of the property.
- The easement/covenant must be signed with a local government (city or county) or nonprofit organization that is acceptable to and approved in writing by the OHP.

- Following completion of all grant-assisted work, the preservation covenant/easement must document the grant-assisted condition of the site and character-defining features.
- A copy of executed easement/covenants must be provided to the OHP.

Audits

All grant-funded projects may be subject to state and/or federal audit reviews and procedures. To facilitate, and maintain records for, any required audits, grant recipients shall retain all project records for at least three years after receipt of the final grant payment or agreement termination, and for at least one year following an audit or final disposition of any disputed audit findings.

State Audits

All grant-funded projects are subject to standard audit reviews and procedures using the single audit process by the State for three years following the final payment of grant funds. Grant recipients selected for audit shall be notified in writing at least 30 calendar days in advance. The audit shall include all books, papers, accounts, documents, or other records of grant recipients as they relate to the project for which funds were granted. Grant recipients must retain accurate records of all expenditures in order to avoid an unfavorable audit.

Upon 30 days' written notice, the grant recipient shall have the project records, including the source documents and cancelled warrants, readily available to the OHP and the Department of Parks and Recreation. Grant recipients subject to an audit shall also provide an employee having knowledge of the project to assist the State's auditor. Grant recipients shall provide a copy of any document, paper, record, or the like requested by the OHP or the Department.

Federal Audits

Grant recipients must meet all audit requirements as identified in 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

ENVIRONMENTAL REVIEW AND COMPLIANCE

The following environmental reviews must be completed prior to the commencement of any construction or ground disturbing activities. Additionally, no grant funds will be paid until the below environmental reviews have been completed.

California Environmental Quality Act

All projects shall meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and shall comply with the California Environmental Quality Act (CEQA), if applicable. Applicants should check with the city or county planning department with jurisdiction over the property to determine if the local government requires CEQA compliance for the proposed project. It is anticipated that no significant impacts to the environment will occur through the implementation of proposed grant projects as there are a number of categorical exemptions in CEQA that may apply to the projects.

All grant applications shall contain a statement certifying that the applicant shall start the CEQA compliance process, if applicable, within 60 days after the grant agreement has been fully executed, which is addressed in the required authorizing resolution (see Appendix 8). The Grant Recipient shall comply with CEQA (and provide the OHP with proof of compliance) prior to the release of any grant funds.

Section 106 and National Environmental Policy Act Compliance

Projects funded under this grant program constitute "undertakings" as defined by Section 106 of the National Historic Preservation Act (54 USC 306108). Accordingly, after the grant projects have been selected, the OHP will work with the NPS and the grant recipient to complete the federal environmental compliance process.

All National Maritime Heritage Grants Program funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) 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, Grant Recipients 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 National Maritime Heritage Grants Program grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archaeology. For construction or archaeology projects, the OHP will work with the Grant Recipient 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 for the project.

Section 110 and National Historic Landmarks

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. Grant Recipients must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties.

Upon being notified by the OHP of the selection of a project that involves an NHL (and prior to execution of a grant agreement and beginning any grant-assisted work), the grant recipient must submit documents for the entire undertaking to the OHP to then be sent to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation and with the conditions listed in the Grant Agreement. If, in the judgment of the NPS, the proposed work does not comply with these Standards, the grant agreement will not be executed and funds will be made available to another applicant.

For this review, the grant recipient will be expected to submit the following:

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. A 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.

Other Reviews

Depending on the project, additional local, state, or federal reviews may be required under other laws such as the Archeological Resources Protection Act of 1979 (ARPA), the Native American Graves Protection and Repatriation Act (NAGPRA), and California Public Resources Code Section 5024 et seq. In such instances, the OHP will work with the grant recipient to ensure all required reviews are completed prior to the issuance of any grant funds.

PROJECT ADMINISTRATION

In addition to the information provided in this section, see also the sample Maritime Heritage Grant Agreement in Appendix 9 for full details on all grant project administration requirements.

Grant Management

Good grant management begins with planning for and developing the grant proposal for a specific project. Applications need to demonstrate an understanding of the most effective and efficient ways of carrying out the proposed project. It is important to design a project that can be completed within the project period and for the budget available. If the proposed project is a component or phase of a larger project, the grant application needs to indicate how the project will further the goals of the larger project.

Federal grant recipients have certain responsibilities for project execution including managing consultants, making regular progress reports, financial administration, and meeting performance deadlines. which are spelled out in the grant agreement's Scope of Work and terms and conditions.

Good grant management also involves regular communication with the OHP. The OHP's concerns are twofold: meeting federal grant requirements and helping grant recipients complete projects that meet their identified objectives within the time and budget constraints of the grant agreement. Semi-annual progress reports from the recipient are one of the ways to ensure that a project is moving to completion; they are also a way to identify if there are circumstances that threaten completion of the project.

Communication with the OHP should not be restricted to these reports, however; OHP staff are available by phone or email when questions arise, or potential problems emerge.

Incurred Costs

Grant recipient may incur costs (grant funds and match) against the grant only after the start date of the fully executed grant agreement and may not incur any costs (grant funds or match) after the end date of the agreement.

Loss of Funding

The following may result in a loss of the funding allocation to the Grant Recipient:

- Applicant fails to execute a grant agreement within three months of the date of transmission of the agreement to the applicant by the OHP.
- Applicant elects not to use some or all of the funds identified in an executed grant agreement.
- Applicant elects to withdraw from the program and cancels their grant agreement.
- Applicant elects to change the approved project scope and said changes are not approved by the OHP. Non-approved changes may be cause for a loss of funding at the discretion of the OHP.

In the event of a loss of funding allocation to the Grant Recipient, the funds may be awarded to another project applicant.

Changes to Approved Project Scope and Budget

Grant recipient must notify the OHP of non-significant changes to project scope (changes that do not affect the original objectives of the project) or budget (changes of 10% or less to amounts in budget categories but not to total amounts of grant and match) as part of required interim reporting, and must submit significant proposed changes to the project scope or budget in writing to the OHP for approval before those changes are made. Requests for significant changes in project scope or budget will be evaluated by the OHP as to the effect the changes may have had in the project's ranking in the competitive grant selection award process and if the proposed changes meet the same general project objectives and need as cited in the original application.

Time Extensions

No time extensions beyond February 28, 2027 shall be allowed under this grant program.

Payment Process

Grant recipients should allow from six to eight weeks to receive payment after submitting a completed reimbursement payment request form with required backup documentation. A sample payment request form and instructions can be found in Appendix 10.

Accounting Requirements

Grant recipients shall maintain an accounting system that does the following:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards;
- Provides good audit trails, especially the source of original documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.); and,
- Provides accounting data so the total cost of each aspect of the project can be readily determined.

Consultants and Contract Services

If you will be using a consultant for the proposed project, you may find it helpful in the planning stage of preparing the grant proposal to informally contact several to get an idea of whether the proposed budget will be adequate to complete the project or what you can realistically expect to accomplish within your budget.

Consultants providing services costing \$10,000 or more must be selected through a competitive Request for Proposal (RFP) process. To ensure that the grant recipient receives the product or service contracted for within the project period with the funds available, the OHP recommends that contracts with consultants be for a fixed rate rather than an hourly salary.

Start the RFP process as soon as possible after you are notified you are a grant recipient. The RFP serves a vital purpose beyond simply soliciting interest in the project. The RFP needs to provide clear information about what will be expected of the consultant so that consultants can determine their interest in project and whether the money available is adequate compensation for completing the project, or alternatively, what amount of work they would be willing to complete for the amount of funding offered.

Using consultants to complete a grant project successfully requires a firm understanding and agreement about the goals, expected outcomes, and responsibilities of key personnel before the project begins. Take time to develop a well-considered RFP so that interested consultants will have a clear idea of what you expect from them. Because consultants will only do the work they are contracted for, it is important that the RFP and the contract between the consultant and the grant recipient are clear up front about what both parties expect and will provide.

The process of developing a good RFP will help project managers clarify the purpose of the project, appropriate methodology, roles and responsibilities for the consultants and the grant recipient, the steps needed to complete the project satisfactorily, and how deliverables will be evaluated.

The OHP must review and approve the RFP before it is distributed. Grant recipients will need to provide the OHP with an RFP distribution and response list, and the OHP must approve the consultant selection before the contract is executed.

Program Income

Per CFR Section 200.307, income generated by the grant-funded project during the term of the grant agreement must be deducted from total project costs to determine the net allowable costs. Program income that the applicant did not anticipate at the time of the grant award must be used to reduce the grant and match amounts rather than to increase the funds committed to the project.

Project Completion and Reporting Requirements

Grant recipients shall complete project as identified within the approved project scope, timeline, and budget and shall adhere to all requirements, including providing of interim and final narrative and financial reports, as identified in the executed grant agreement.

GRANT APPLICATION AND SELECTION PROCESS

Where and When to Submit

Grant applications must be submitted electronically as PDF documents by email to maritimegrants.ohp@parks.ca.gov. All items required to be submitted as part of a grant application must be received by **5:00 PM on Tuesday, November 12, 2024**, in order to be evaluated. Any applications, or portions of applications, received after that time and date will be held for future consideration if there are funds that remain unencumbered after the initial round of grants have been identified.

Grant Application Components

All grant applications must include the following (Note: Do not use the forms contained in this guidelines document for your application; instead use the form-fill versions of the forms that can be found at www.ohp.parks.ca.gov/maritimegrants.):

1. California Maritime Heritage Grant Application (see Appendix 1).
2. Grant application cover page form signed by a person authorized to do so on behalf of the applicant organization (see Appendix 2).
3. Project Description Worksheet that is responsive to the selection and scoring criteria identified in the Application Evaluation and Selection Criteria section of these guidelines (see Appendix 3).
4. Budget Justification Worksheet and Budget Information - Construction Programs Form. All applicants must complete a California Maritime Heritage Grants Budget Justification Worksheet to breakdown and explain the project's estimated costs (see Appendix 4). Proposed projects that involve construction or acquisition must also complete and submit the Budget Information - Construction Programs Form (see Appendix 4).
5. Match Certification Form indicating the amount, type, and source of funds that will be provided as match for grant funds (see Appendix 5).
6. Certification of Project Conformance Form to certify that you as the applicant will ensure the proposed project will meet applicable standards for preservation projects (see Appendix 6).
7. Authorizing Resolution from the Applicant organization's governing body (see Appendix 7 for a sample resolution). If applicant is unable to obtain approved resolution prior to grant application due date, applications may be submitted with

a draft resolution, with an approved resolution required to be submitted prior to final grant project selection.

8. **Proof of Property Ownership or Owner Consent.** Applicants must submit proof of ownership of property that is the subject of the proposed project or must submit a letter of consent from the property owner. Letters of owner consent must be signed no earlier than 60 days before the application due date and reference the specific project being proposed.
9. **Corporation Status.** If applicant is a non-profit organization, provide proof of nonprofit corporation status.

Applications for Preservation Projects, as well as Education/Interpretation Projects that propose physical changes to historical resources, must also include:

10. Brief description of the physical appearance of the historical resource. Provide information about the major components of the resource, with emphasis on character-defining features on both the exterior and the interior. Describe the resource in its present condition (before rehabilitation), not as it was when first constructed nor as it will be after rehabilitation or restoration. Describe any changes that have been made to the resource since its original construction. Provide date of construction, if available, or indicate the approximate date, as well as indicating if the resource has been moved.
11. A map showing the project location with sufficient details to locate the project site.
12. Historical and/or archaeological documentation necessary for adequate evaluation of the potential impacts of the project to the historical resource, including a description of the quality and variety of historical and/or archaeological resources within the project area.
13. Detailed descriptive analysis of how the Secretary of the Interior's Standards will be applied/followed during the project.
14. Photographs of proposed project site/location/resource. For historical resources that are buildings, structures, or objects, submit detailed exterior views showing all elevations, as well as streetscape setting if application. Additionally, submit detailed interior views clearing showing existing conditions including loss of features. Photographs should be numbered to correspond to a key that identifies the date taken, the view (e.g., east elevation), and a brief description of what is shown in the photograph. Photographs should also be keyed to the project scope where appropriate.
15. Any comments (including minutes/notes from public meetings) collected during consultations, formal or informal, for the project.

APPLICATION EVALUATION AND SELECTION CRITERIA

All complete grant applications received by the application deadline will be evaluated and ranked on a numerical scale based on the following application and selection criteria.

Criterion 1 – Subgrant Program Objectives

Maximum 35 points

Completely describe the project and also include how it will address aspects of maritime history, technology, or culture that are significant to the maritime heritage of the United States and California. Describe the need, urgency, and threat to significant historic maritime resources that the project will help mitigate. Define what categories of historic maritime resources will be assisted by the project.

Criterion 2 – Educational Component

Maximum 20 Points

Describe how the proposed project demonstrates the potential for reaching a broad audience with an effective educational program, the scale of which should be commensurate with the proposed project's type and scope. Describe which California academic content standards are supported by the proposed project. The definition of "broad audience" will be considered within the geographic and thematic context of each project.

Criterion 3 – Feasibility

Maximum 25 Points

Describe how the project's objectives can be accomplished in a realistic and timely manner, including planned project milestones with a timeline for project completion by February 28, 2027. Your response should also address how the planned budget is reasonable to accomplish the project objectives. Discuss elements in the project description to show that costs are necessary, reasonable, and allowable. Demonstrate how the project will be accomplished within the given timeframe (2 years) and within the given resources, while meeting all federal and state requirements and guidelines.

Criterion 4 – Appropriateness of Key Personnel

Maximum 20 Points

Describe organizational experience with and ability to programmatically, administratively, and financially manage a grant project. Also describe organizational experience with and ability to support the continued monitoring of easement/covenant/preservation agreements, if required for the proposed project. Describe who will be involved in managing the project and their qualifications, attach resumes/CVs as applicable.

Bonus Points

K-12 Educational Program Component

Maximum 5 Points

If requesting bonus points under this criterion, describe how the grant applicant organization either: 1) Has an active K-12 educational program and how the proposed project will be addressed in that program; or, 2) Will develop K-12 educational program and/or materials as part of the proposed grant activities.

Properties Associated with Under-Represented Aspects of Maritime History

Maximum 5 Points

If requesting bonus points under this criterion, describe how the project supports properties that are under-represented in California maritime history based on listings in the National Register of Historic Places and/or the California Register of Historical Resources.

Properties of State or National Significance

Maximum 5 Points

If requesting bonus points under this criterion, identify which property or properties supported by the proposed grant project are listed on the National Register of Historic Places or the California Register of Historical Resources at the state or national level of significance.

Projects that Address Impacts of Climate Change

Maximum 5 Points

If requesting bonus points under this criterion, identify how the project will assist with mitigating the impacts of climate change on historic properties and/or assist historic properties with adapting to the impacts of climate change.

APPENDICES

(Note: Do not use the forms contained in this guidelines document for your application; instead use the form-fill versions of the forms that can be found at www.ohp.parks.ca.gov/maritimegrants.)

Appendix 1: Sample Grant Application Checklist

Appendix 2: Sample Grant Application Cover Form

Appendix 3: Sample Project Description Worksheet

Appendix 4: Sample Budget Worksheets

Appendix 5: Sample Match Certification Form

Appendix 6: Sample Certification of Project Conformance Form

Appendix 7: Sample Authorizing Resolution

Appendix 8: Sample Preservation Easement/Covenant

Appendix 9: Sample Grant Agreement

Appendix 10: Sample Reimbursement Request Form and Instructions

APPENDIX 1: SAMPLE GRANT APPLICATION CHECKLIST

(Note: Do not use the form contained in this guidelines document for your application; instead use the form-fill version of the form that can be found at www.ohp.parks.ca.gov/maritimegrants.)

CALIFORNIA MARITIME HERITAGE GRANT PROGRAM
SAMPLE GRANT APPLICATION CHECKLIST

APPLICANT: _____

PROJECT NAME: _____

- _____ Grant Application Checklist
- _____ Grant Application Cover Form
- _____ Project Description Worksheet
- _____ Budget Justification Worksheet
- _____ Budget Information - Construction Programs Form
- _____ Match Certification Form
- _____ Certification of Project Conformance
- _____ Authorizing Resolution from the Applicant organization's governing body
- _____ Proof of Property Ownership or Owner Consent
- _____ Corporation Status (if applicant is a non-profit organization)

Applications for Preservation Projects, as well as Education/Interpretation Projects that propose physical changes to historical resources, must also include:

- _____ Brief description of the physical appearance of the historical resource
- _____ Map showing the project location with sufficient details to locate the project site
- _____ Historical and/or archaeological documentation
- _____ Detailed descriptive analysis of how the Secretary of the Interior's Standards will be applied/followed during the project
- _____ Photographs of proposed project site/location/resource
- _____ Any comments (including minutes/notes from public meetings) collected during consultations, formal or informal, for the project

APPENDIX 2: SAMPLE GRANT APPLICATION COVER FORM

(Note: Do not use the form contained in this guidelines document for your application; instead use the form-fill version of the form that can be found at www.ohp.parks.ca.gov/maritimegrants.)

**CALIFORNIA MARITIME HERITAGE GRANT PROGRAM
SAMPLE GRANT APPLICATION COVER FORM**

APPLICANT: _____

PROJECT NAME: _____

TOTAL GRANT FUNDING REQUESTED: _____

| Contact People | Responsible for PROGRAM Management | Responsible for FISCAL management |
|----------------|---------------------------------------|--------------------------------------|
| Name and Title | | |
| Address | | |
| Phone | | |
| Email | | |

LEGISLATIVE DISTRICTS:

State Assembly District: _____ **State Senate District:** _____

U.S. House of Representatives District: _____

TYPE of PROJECT:

Preservation Project

Education Project

I have read and will ensure that the applicant will comply with the California Maritime Heritage Grant Program general and special provisions and the Secretary of the Interior's Standards and Guidelines, as applicable.

Authorized Representative Signature

Date

Name and Title of Authorized Representative

APPENDIX 3: SAMPLE PROJECT DESCRIPTION WORKSHEET

Applicants must use the Project Description Worksheet to thoroughly describe the proposed project and identify how it meets the criteria listed in the Application Evaluation and Selection Criteria section of these guidelines.

(Note: Do not use the form contained in this guidelines document for your application; instead use the form-fill version of the form that can be found at www.ohp.parks.ca.gov/maritimegrants.)

Sample Project Description Worksheet for California Maritime Heritage Grants

Please read the CMHG General Guidelines prior to completing this worksheet.

Name of Applicant Organization

Name of Project

Describe the Properties/District(s)/Location(s)

City:

Zip Code:

Define type(s) of owners i.e. private, public, educational, nonprofit

National/California Register Listed Name and National Register Information System Number (NRIS), if listed

Project Summary: Provide a summary of your project. This should provide a brief overview of your project and state its major goals. Limit 3,000 characters (including spaces)

This grant program is designed to support various maritime heritage education projects and preservation projects which focus on three broad categories of historic maritime resources: historic maritime properties, maritime heritage collections, and traditional maritime skills. Please indicate the category(-ies) your project is designed to support.

Historic Maritime Resources

Maritime Heritage Collections

Traditional Maritime Skills

Criterion 1 - Project Objectives: Limit 7,000 characters (including spaces)

Criterion 2 - Educational Component: Limit 7,000 characters (including spaces)

Criterion 3 - Feasibility: Limit 7,000 characters (including spaces). Please note there is a separate section below for your timeline and separate budget forms, however the feasibility of the timeline and budget must be discussed in this section.

Criterion 4 - Appropriateness of Key Personnel: Limit 7,000 characters (including spaces)

Timeline: Limit 7,000 characters (including spaces)

Bonus Points: Limit 7,000 characters (including spaces) If your project qualifies for one or more of the bonus point categories, explain how in this section.

APPENDIX 4: SAMPLE PROJECT BUDGET WORKSHEETS

Applicants must complete and submit a Budget Justification Worksheet to identify and breakdown estimated project costs.

Proposed projects that involve construction or acquisition must also complete and submit the Budget Information - Construction Programs Form.

(Note: Do not use the forms contained in this guidelines document for your application; instead use the form-fill versions of the forms that can be found at www.ohp.parks.ca.gov/maritimegrants.)

Determination of Value of Goods and Services.

Goods in the form of equipment, whether owned, purchased, leased, or donated, will be valued on a use basis of actual costs of operation or of purchase or lease or prevailing costs of goods if donated. Residual market value of purchased equipment shall be credited to project costs upon completion. Goods in the form of supplies and materials will be valued at actual direct costs to Recipient or, if donated, according to the prevailing costs in the marketplace. Services will be valued in the actual amounts of salaries, wages, and direct overhead costs expended on the project.

Personnel Salaries and Benefits

List the total amounts to be paid directly from grant funds or used as match for personnel salaries and fringe benefits. Do not include contractors and consultants here. The grant application must include résumés of individuals who will fill these positions, if known at the time of application, showing those individuals' experience and education.

Unless notified otherwise, salaries (for both grant and non-Federal match) may not exceed the current maximum rates. Benefits, such as Social Security or retirement, health care, vacation, etc., should be identified separately from salaries.

Include volunteer services in the Personnel Salaries sections of the budget forms. Volunteer services will be valued for contribution purposes at the rates paid for similar technical skills and work in other activities. Specific procedures for the Grant Recipient in establishing the value of in-kind contributions from non-Federal third parties are set forth below:

1. Valuation of Volunteer Services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled

labor. Volunteered service may be counted as in-kind or matching if the service is an integral and necessary part of an approved program.

2. **Rates for Volunteer Services:** Rates for volunteers should be consistent with those paid for similar work in other activities of government or commerce. In those instances in which the required skills are not found in the Recipient's organization, rates should be consistent with those paid for similar work in the labor markets in which the Recipient competes for the kind of services involved. Volunteers with no historic preservation education or experience may claim only the minimum wage rate.
3. **Volunteers Employed by Other Organizations:** When an employer other than the Recipient furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead costs), provided these services are in the same skill for which the employee is normally paid. This rate shall not exceed the maximum daily rate of compensation for a GS-18 position in the federal civil service, as established by law.

Travel Costs

The Federal Per Diem Rates for California are established by the U.S. General Services Administration. Rates vary county to county. You must use the rate for the location where the per diem is incurred.

Actual costs of lodging and meals are reimbursed provided they do not exceed listed Federal Per Diem limits. Copies of receipts for lodging and meals must accompany disbursement requests. Rental car and taxi costs are also allowable but only with receipts.

These travel rates must be used in planning grant application budgets and for reimbursement requests. Costs higher than those shown in the Federal Per Diem Rates for California will not be reimbursed.

Construction Costs

Include all costs associated with any construction or acquisition activities proposed as part of the grant project. In addition to the Project Budget Cost Estimates Form, applicants with construction costs must also complete the Budget Information - Construction Programs Form.

7. Other

Include items not previously listed.

| Item | Total Cost | Federal Grant Funds, Admin | Federal Grant Funds, Program | Match/Cost Share, Admin | Match/Cost Share, Program | Total |
|------|------------|----------------------------|------------------------------|-------------------------|---------------------------|-------|
| | | | | | | |
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8. Indirect Charges

Indirect charges must be based on a federally-negotiated indirect cost rate or, if the organization has never previously had a federally-negotiated indirect rate, your organization may choose to use the 10% De Minimis indirect cost rate. The federally-negotiated rate or 10% De Minimis certification must be included in the application.

| Type of Indirect Cost Rate | Expiration Date | Base | Percent | | Match/Cost Share, Admin | Total |
|----------------------------|-----------------|------|---------|--|-------------------------|-------|
| | | | | | | |

9. Budget Summary

| Category | Federal Grant Funds | Match/Cost Share | Total |
|------------------------------|---------------------|------------------|-------|
| 1. Personnel | | | |
| 2. Fringe Benefits | | | |
| 3. Travel | | | |
| 4. Equipment | | | |
| 5. Supplies and Materials | | | |
| 6. Contractual | | | |
| 7. Construction/Conservation | | | |
| 8. Other | | | |
| 9. Indirect Charges | | | |
| Administrative Costs | | | |
| Total Costs | | | |

10. Questionnaire

Organization's non-Federal operating budget for the most recently completed fiscal year: **Year** _____ **Budget** _____

Do you have policies and procedures in place that meet the financial management standards in [2 CFR 200.302](#)? If yes, please check the box.

If no, what mitigation measures are you proposing or what measures do you already have in place?

Do you have a single audit and when was it submitted to the [Audit Clearinghouse](#)? If yes, please check the box.

If no, do you have another type or audit or annual financial statement?

Can you certify that there is no overlap in Federal Funding in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal)? If yes, check the box

If any overlap or duplication does exist, please describe the overlap including when the overlapping or duplicative proposal(s) were submitted, to whom (entity and program), and when funding decisions are expected to be announced.

List any past National Park Service grants your organization has received in the past 5 years, the name of the project, and the location. Please list as well grants your organization has received from State Historic Preservation Offices or Tribal Historic Preservation Offices.

SAMPLE BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

| COST CLASSIFICATION | a. Total Cost | b. Costs Not Allowable for Participation | c. Total Allowable Costs (Columns a-b) |
|---|-------------------------|--|--|
| 1. Administrative and legal expenses | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 2. Land, structures, rights-of-way, appraisals, etc. | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 3. Relocation expenses and payments | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 4. Architectural and engineering fees | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 5. Other architectural and engineering fees | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 6. Project inspection fees | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 7. Site work | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 8. Demolition and removal | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 9. Construction | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 10. Equipment | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 11. Miscellaneous | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 12. SUBTOTAL (sum of lines 1-11) | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 13. Contingencies | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 14. SUBTOTAL | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 15. Project (program) income | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| 16. TOTAL PROJECT COSTS (subtract #15 from #14) | \$ <input type="text"/> | \$ <input type="text"/> | \$ <input type="text"/> |
| FEDERAL FUNDING | | | |
| 17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c Multiply X <input type="text" value="50"/> % Enter the resulting Federal share. | | | \$ <input type="text"/> |

APPENDIX 5: SAMPLE MATCH CERTIFICATION FORM

Applicants must complete and submit the Sample Match Certification form with their grant application to identify and certify the expected source(s) of matching funds for their proposed project.

(Note: Do not use the form contained in this guidelines document for your application; instead use the form-fill version of the form that can be found at www.ohp.parks.ca.gov/maritimegrants.)

CALIFORNIA MARITIME HERITAGE GRANT PROGRAM
SAMPLE MATCH CERTIFICATION FORM

Project Name: _____

The applicant, _____, certifies that there is available at the time of submittal of this application, and prior to the encumbrance of any Maritime Heritage Grant funds, the required match from local, state, private, tribal, or in-kind sources for any work on the project for which an application for a grant has been made.

(Round all figures to the nearest dollar. If there is more than one funding source in a category, list on an additional sheet.)

Total Grant Amount Requested: \$ _____

| Sources of Match | Match Amount |
|---|--------------|
| Local Funds: _____ (Agency or Jurisdiction Name) | \$ _____ |
| State Funds: _____ (Agency or Funding Source Name) | \$ _____ |
| Private Funds | \$ _____ |
| Tribal Funds: _____ (Tribe Name) | \$ _____ |
| In-Kind Resources | \$ _____ |
| Total Match <i>(must equal or exceed total grant amount requested and must equal or exceed match funding shown on applicant's budget justification worksheet)</i> | \$ _____ |

Signature of Authorized Representative

Date

APPENDIX 6: SAMPLE CERTIFICATION OF PROJECT CONFORMANCE FORM

Complete and submit a Certification of Project Conformance Form to certify that you as the applicant will ensure the proposed project will meet applicable standards for preservation projects.

(Note: Do not use the form contained in this guidelines document for your application; instead use the form-fill version of the form that can be found at www.ohp.parks.ca.gov/maritimegrants.)

CALIFORNIA MARITIME HERITAGE GRANT PROGRAM
SAMPLE CERTIFICATION OF PROJECT CONFORMANCE FORM

Project Name

Title of Governing Body, Non-Profit Organization, or Native American Tribe

I certify that all plans and specifications used as a basis for construction work on historical resources under this grant project will be prepared and approved by a professionally qualified individual who meets the Secretary of the Interior's Professional Qualification Standards and will be in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the California Historic Building Code.

I further certify that any archaeological investigations, studies, and reports used as the basis for work under this grant, including used for interpretation or mitigation, will be professionally prepared and approved by a qualified archaeologist for conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation. Where appropriate, demonstrated consultation with Native American tribes and other groups will be provided.

Deviations from the Secretary's Standards or the California Historic Building Code will be reported to the Office of Historic Preservation (OHP) and such work will not be funded by this grant. Furthermore, no work on any adversely affected historical resource will be funded and any previously paid funds shall be returned to the OHP.

Signature of Project Manager

Date

APPENDIX 7: SAMPLE AUTHORIZING RESOLUTION

This appendix contains sample language for the required authorizing resolution to be submitted with your complete grant application package. The resolution format may be changed as needed to meet the standards and needs of the applicant organization/agency. A form-fill version of the resolution below is available at www.ohp.parks.ca.gov/maritimegrants for applicants who wish to use it.

Sample Resolution No: _____

SAMPLE RESOLUTION OF THE _____
APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA
MARITIME HERITAGE GRANT PROGRAM

APPLICANT ORGANIZATION/AGENCY

PROJECT NAME

WHEREAS, the National Park Service has approved grant funds under the National Maritime Heritage Act for distribution by the State of California; and

WHEREAS, the California Office of Historic Preservation has been delegated the responsibility for administration of the grants program by developing necessary processes and procedures; and

WHEREAS, said processes and procedures established by the Office of Historic Preservation require the Applicant to certify by resolution the approval of applications submitted to the Office of Historic Preservation; and

WHEREAS, if selected to receive a grant, the Applicant will enter into a contract/agreement with the Office of Historic Preservation for said project;

NOW THEREFORE BE IT RESOLVED that the _____
GOVERNING BODY

1. Approves the filing of an application for assistance for the above project to be funded from the California Maritime Heritage Grant program; and
2. Certifies that the applicant understands all the assurances and certifications required to submit an application and receive a grant through the California Maritime Heritage Grant program, including the requirement to execute a preservation easement or covenant if required for the proposed project; and
3. Certifies that all plans and specifications used as a basis for construction work on historical resources under the project will be prepared and approved by a professionally qualified individual who meets the Secretary of the Interior's Professional Qualification Standards and will be in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the California Historic Building Code; and

4. Certifies that any archaeological investigations, studies, and reports used as the basis for work under this grant, including used for interpretation or mitigation, will be professionally prepared and approved by a qualified archaeologist for conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation, and, where appropriate, will meet all requirements for consultation with Native American tribes and other groups; and
5. Certifies that the Applicant organization has or will have sufficient funds to operate and maintain the project; and
6. Certifies that the Applicant organization shall start the environmental review and compliance process, if applicable, within 60 days after full execution of the grant agreement and shall complete and comply with all environmental review requirements prior to the release of grant funds from the Office of Historic Preservation; and
7. Certifies that the Applicant organization has reviewed and understands all provisions contained in the sample grant agreement shown in the Maritime Heritage Grant Guidelines; and
8. Appoints _____ as agent to conduct all negotiations, execute and submit all documents, including, but not limited to, applications, agreements, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

I, the undersigned, hereby certify that the foregoing Resolution No. _____ was duly adopted by _____ (Governing Body) following a roll call vote:

Ayes _____

Noes _____

Absent _____

Signature

Date

APPENDIX 8: SAMPLE PRESERVATION EASEMENT/COVENANT

INTRODUCTION. This conservation easement agreement is made the [Date] day of [Month, Year], between [Organization], as GRANTOR of a conservation easement (hereafter referred to as the “Grantor”), and [Organization], as GRANTEE of the conservation easement (hereafter referred to as the “Grantee”). This conservation easement agreement is entered under California Civil Code section 815 et seq for the purpose of preserving the [Name of Subject Property], a building that is important culturally, historically, and/or architecturally.

1. **The Subject Property.** This agreement creates a conservation easement in real estate legally described in Exhibit A. The Subject Property is the site of the [Name of Subject Property], located at [Street Address, City, County, State] (hereafter referred to as the “Subject Property”).
2. **Grant of conservation easement.** In consideration of the sum of \$[Grant Amount] received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement in the Subject Property for the purpose of assuring preservation of the Subject Property.
3. **Easement required for Federal grant.** This conservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Maritime Heritage Grant Fund.
4. **Conditions of easement:**
 1. *Duration.* This conservation easement is granted for a period of 20 years commencing on the date when it is filed with the [County] County Recorder, in the State of California, in the United States of America.
 2. *Documentation of condition of the [Name of Subject Property] at time of grant of this easement.* In order to make more certain the full extent of Grantor’s obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Subject Property, including significant interior elements in spatial context, a list of character-defining materials, features, and spaces is incorporated as Exhibit B at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the Subject Property. To complement Exhibit B, Grantee and/or the Grantor personnel have compiled a photographic record, including photographer’s affidavit, black and white photographs and negatives, or electronic image files saved as high-resolution images, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Subject Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee’s conservation easement file for the Subject Property.
 3. *Duty to maintain the Subject Property.* The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the

architectural, historical, and/or archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places or California Register of Historical Resources (or a Subject Property contributing to the significance of a National Register or California Register listed Historic District) throughout the effective date of this Easement.

4. *Restrictions on activities that would affect historically significant components of the Subject Property.* The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Subject Property that would affect historically significant exterior features or interior spaces identified as significant in Exhibit B. Exterior construction materials, architectural details, form, fenestration, scale, and mass may not be adversely affected nor the structural soundness or setting altered without prior written permission of the Grantee affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior’s *Standards for the Treatment of Historic Properties* (hereinafter referred to as the “Standards”).
5. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property that would affect historically significant archeological resources identified in Exhibit A without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior’s applicable *Standards for Archeology and Historic Preservation*.
6. *Maintenance of recovered materials.* The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable *Standards for Archeology and Historic Preservation* or will comply with the requirements of the federal Native American Graves Protection and Repatriation Act and the California Native American Graves and Protection and Repatriation Act, as applicable, and with 36 CFR 79 and 43 CFR 10.
7. *Public access.* The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the Subject Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Subject Property may also be open at other times in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
8. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this conservation easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property, the easement holder shall be granted access to the Subject Property with no prior notice.

9. *Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee and California Office of Historic Preservation.
10. *Easement shall run with the land; conditions on conveyance.* This conservation easement shall run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.
11. *Casualty Damage or Destruction.* In the event that the Subject Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) that made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the State Historic Preservation Officer in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register. If the Subject Property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government.
12. *Enforcement.* The Grantee shall have the right to prevent and correct violations of the terms of this conservation easement. If the Grantee, upon inspection of the Subject Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not

limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Subject Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Subject Property to reimburse the Grantee and the California Attorney General for all the State's expenses incurred in stopping, preventing, and/or correcting the violation, including, but not limited to, reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

13. *Effective date; severability.* This conservation easement shall become effective when filed by the Grantor in the Office of the Recorder of [County] County, California, with a copy of the recorded instrument provided to the Grantee and State Historic Preservation Officer for their conservation easement files. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.
14. *Amendments.* The parties may by mutual written agreement jointly amend this conservation easement, provided the amendment shall be consistent with preservation purpose of this conservation easement and shall not reduce the regulatory controls listed in the conditions of this conservation easement. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the [County] County Recorder.

This instrument reflects the entire agreement of Grantor and Grantee regarding the subject easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument. In witness whereof, Grantor and Grantee have set their hands under seal on the days and year set forth below.

Grantor: [Name of Grantor]

By: [Name and Title of Individual]

STATE OF CALIFORNIA, _____ COUNTY, S.S.

On [Date] day of [Month, Year], [Signatory Name and Title], personally appeared, who provide to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument, the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature and Seal of Notary

NOTARY PUBLIC

Exhibit A to the Conservation Easement Agreement

Legal Description of Property

[Subject Property Name, City,] California

[Legal description of the Subject Property as found in the property deed]

Exhibit B to the Conservation Easement Agreement

Baseline Documentation

[Subject Property Name, City,] California

To remain eligible for listing on the National Register of Historic Places and California Register of Historical Resources, a Subject Property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of [Subject Property name]. Additionally, the attached photo documentation and narrative of the [National Register or California Register] nomination are made a part of this baseline documentation.

Significant Character-Defining Interior Spaces and Features

- [Insert list of character-defining interior spaces]

Significant Character-Defining Exterior Spaces and Features

- [Insert list of character-defining exterior spaces]

Exhibit C to Conservation Easement Agreement

Written Documentation of the Signatories' Authority to Sign for and Legally Bind Grantor Organization

RESOLUTION OF THE BOARD OF DIRECTORS OF [Grantor]

RESOLVED, that [GRANTOR], a California non-profit corporation [change as appropriate] (the “Grantor”) shall execute a conservation easement with [GRANTEE] (the “Grantee”). This conservation easement will be entered under California Civil Code section 815 et seq for the purpose of preserving the [NAME OF SUBJECT PROPERTY], a property that is important culturally, historically, and/or architecturally.

RESOLVED, that [SIGNATOR] to the [EASEMENT’S NAME] as [TITLE] of [GRANTOR], is authorized, directed, and empowered to take such action and execute and deliver such document in such form as he or she deems to be in the best interests of [GRANTOR], including without limitation the execution and delivery of a conservation easement.

I, [CHAIRMAN’S NAME], Chairman of [GRANTOR], do hereby certify that the foregoing is a full, true and correct copy of the resolution of the Board of Directors of said Corporation, duly and regularly passed by the Board of Directors of said Corporation in all respects as required by law, and by the By-Laws of said Corporation, on the Date day of Month, Year, at which time a majority of the Board of Directors of said Corporation was present and voted in favor of said resolution.

Date: [Date]

By: [GRANTOR]

By: [Chairman's Signature]

[CHAIRMAN’S NAME], Chairman

APPENDIX 9: SAMPLE GRANT AGREEMENT

**NATIONAL MARITIME HERITAGE ACT
 HISTORICAL RESOURCES PRESERVATION/EDUCATION PROJECT AGREEMENT**

State of California - The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION

SUBGRANT PROGRAM

MARITIME HERITAGE GRANT PROGRAM

RECIPIENT

[GRANT RECIPIENT ORGANIZATION NAME]

PROJECT PERIOD

[START DATE - END DATE]

PROJECT NUMBER

C084[XXXXX]

PROJECT SCOPE

[BRIEF IDENTIFICATION OF RECIPIENT AND DESCRIPTION OF PROJECT]

[DELIVERABLES, INCL. REPORTING REQUIREMENTS AND FINAL BILLING, WITH DUE DATES]

The attached General and Special Provisions (11 pages) are incorporated and made a part hereof. Additionally, the complete grant application submitted by Recipient, with revisions if approved by OHP, is incorporated by reference and made a part hereof.

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PROJECT FUNDING

Total costs supported by Federal grant P23A01XXX (CFDA 15.925) under the National Maritime Heritage Grant Program:

XXXX dollars and no cents (\$XXX.00)

Minimum contribution of the Recipient to match Federal grant funds:

XXXX dollars and no cents (\$XXX.00)

AGENCY
 STATE DEPARTMENT OF PARKS AND RECREATION
 BY
 TITLE
 STATE HISTORIC PRESERVATION OFFICER
 DATE

RECIPIENT
 [RECIPIENT ORGANIZATION NAME]
 BY
 TITLE
 DATE

GENERAL PROVISIONS

I. GENERAL

A. Performance

1. The Recipient agrees to complete the project in accordance with this agreement.
2. The Recipient shall perform all work and supply material necessary to complete the project described in the paragraph entitled "Project Scope:" on p.1 of this agreement within the period specified. The Recipient shall also meet all reporting requirements as described on p. 1 of this agreement by the deadlines specified. Failure of the Recipient to render satisfactory progress or to complete this or any other project that is subject to federal assistance under this program to the satisfaction of the OHP may be cause for suspension of all obligations of Department of the Interior (Interior) and the State of California (State) under this agreement.
3. However, failure of the Recipient to comply with the terms of this agreement shall not be cause for the suspension of all such obligations if, in the judgement of the OHP, such failure was due to no fault of the Recipient. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement.

B. Cost Sharing/Matching Requirement.

1. At least 50 percent non-Federal cost-share/match is required for costs incurred under this Agreement. A minimum of 50 percent in eligible non-Federal cost share/match as identified on the cover page of this agreement, that is allowable and properly documented, must be expended for work approved under Scope of Work during the Period of Performance in addition to the Federal grant share.
2. Non-monetary contribution may constitute part or all of the Recipient's match. Valuation of such contribution shall be set forth by the OHP.
3. Failure to expend the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.
4. Non-Federal cost share or match must meet the same requirements as the Federal share.
5. The OHP shall not pay federal funds hereunder if the Recipient has used financial assistance under any other federal program or activity (not including federal revenue sharing funds, community block grants, and any other federal funds allowable as match) as a match on the project.

- C. **Agreement Amendment.** This agreement may be amended only by agreement in writing executed by both of the parties hereto.

D. Agreement Termination

1. The Recipient may, upon written notice to the OHP, unilaterally terminate this agreement at any time prior to the commencement of the project.
2. The OHP may, upon written notice to the Recipient, unilaterally terminate this agreement at any time prior to the commencement of the project.
3. The project shall be deemed commenced when the Recipient makes any expenditure or incurs any obligations with respect to the project.
4. After the project commences, the Recipient and the OHP may terminate the agreement by mutual consent, in which case they shall negotiate termination conditions.
5. After the project commences, the OHP may terminate the agreement due to non-compliance by the Recipient under the terms of Section I.E.

- E. **Non-Compliance.** If the Recipient materially fails to comply with the terms of the agreement, the OHP shall provide written notice of non-compliance, which states the nature of the deficiency. If the Recipient is still not in compliance within thirty (30) days after receipt of the notice, the OHP may: (1) withhold cash payments until deficiency is removed; (2) terminate the agreement and make no further payments hereunder; (3) disallow costs; and/or (4) disqualify the Recipient from further subgrants. Other remedies may be employed upon the mutual consent of Recipient and the OHP.
- F. **Indemnification.** The Recipient hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement, except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees. The Recipient shall indemnify the State and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, development, construction, operation, or maintenance of the project. Recipient shall waive and indemnify State only in proportion to and to the extent that such claims, damages, losses, costs, and/or expenses of indemnification are caused by or result from the negligent or intentional acts or omission of Recipient, its officers, agents, or employees.
- G. **Severability.** This agreement shall be governed by the laws of the State of California. If any provision of the agreement, including without limitation these General Conditions shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any other way be affected or impaired.
- H. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- I. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
- J. **Easement Requirement.** Section 54 USC 308703 of the National Maritime Heritage Act requires 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 easement with a local government or nonprofit preservation organization acceptable to the National Park Service (NPS) and the OHP.
1. The preservation easement must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site, including through photographs, must be documented prior to commencement of construction. 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.
 2. The term of the preservation easement is twenty (20) years. 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 and the OHP, no additional duration or restrictions are necessary.
3. The preservation easement must be executed within six (6) months of grant agreement execution, and no grant funds shall be disbursed to the Recipient prior to execution of the preservation easement.

II. PROJECT EXECUTION

- A. **Standards.** The Recipient shall carry out its work in accordance with the "Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation", including standards for planning, identification, evaluation, registration, historical documentation, architectural and engineering documentation, archaeological documentation, historic preservation projects, and professional qualifications, as published in the Federal Register, September 29, 1983 (Vol. 48, No. 190), pp. 44716 et seq.
- B. **Qualifications.** If the project scope requires research in history, architectural history, or archeology, the Recipient shall ensure that the principal investigator meets the applicable Secretary of the Interior's professional qualifications standards. If the project scope requires architectural plans, the Recipient shall ensure that the architect producing those plans meets the applicable Secretary of the Interior's professional qualifications standards. If the project scope requires an expert practitioner in another field, the Recipient shall ensure that such expert meets standards of education and experience similar to those of the Secretary of the Interior's professional qualifications standards.
- C. **Environmental Reviews**
 1. California Environmental Quality Act (CEQA): Recipient shall ensure the project meets the Secretary of the Interior's Standards for the Treatment of Historic Properties and shall comply with the California Environmental Quality Act (CEQA), if applicable. Recipient shall begin the CEQA compliance process, if applicable to this project, within 60 days of execution of this grant agreement and will provide proof of compliance to the OHP.
 2. National Environmental Policy Act (NEPA): All National Maritime Heritage Grants Program funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) 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 National Maritime Heritage Grants Program grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archaeology. For grant projects that require NEPA review per the NPS and OHP, the Recipient shall prepare a draft *Environmental Screening Worksheet*, to be submitted to the OHP, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.
 3. Section 106 of the National Historic Preservation Act: Projects funded under this grant program constitute "undertakings" as defined by Section 106 of the National Historic Preservation Act (54 USC 306108). Accordingly, after the grant projects have been selected, the OHP will work with the NPS and the grant recipient to complete the federal environmental compliance process. Grant recipient agrees to provide to the OHP project and location information upon request in order to facilitate this review.
 4. Other Reviews: Depending on the project, additional federal or state reviews may be required under other laws such as the Archeological Resources Protection Act of 1979

(ARPA), the Native American Graves Protection and Repatriation Act (NAGPRA), and California Public Resources Code Section 5024 et seq.

5. Recipient may not commence any construction or ground-disturbing activities until the above environmental reviews have been completed. Additionally, the OHP will not release any grant funds prior to the completion of the above reviews.

D. OHP and National Park Service Project Execution Reviews.

1. Recipient must select qualified subcontractors and/or staff assigned to project and submit documentation to the OHP (to be forwarded to the NPS) showing competitive selection of subcontractors or justification for sole source procurement of consultants and contracts in accordance with 2 CFR 200.318-327 or 2 CFR 200.317.
2. Additionally, after selection of an employee or contractor to perform professional work outlined in the previous paragraph, but before making any financial commitment to that person, the Recipient shall submit the person's resume to the OHP for review along with all competitive bid or sole source justification information if the person is a contractor or consultant. The OHP shall either approve or disapprove use of the person on the project within twenty (20) working days after receipt of the resume. The Recipient may consider failure of the OHP to respond within the period to constitute approval.
2. When requested to do so by the OHP, the Recipient shall make available to the OHP draft reports, studies, plans, drawings, or other preliminary documents prepared during the project. The Recipients shall permit periodic site visits by the OHP to ensure that work is progressing on schedule and according to applicable instructions and standards.

- E. Unanticipated Discoveries and Effects.** In the event that a previously unidentified resource is encountered during the project that is the subject of this grant, or if an unanticipated effect to a known historic property results from the project, the Recipient will halt activities in the vicinity of the resource, take all reasonable measures to avoid and minimize harm to the resource, and notify the OHP and any applicable Indian Tribes of the unanticipated discovery or effect. The Recipient's notification will include a description of the unanticipated discovery or effects, an eligibility recommendation or a proposed schedule for assessing eligibility, and if applicable, a process to resolve potential adverse effects. The Recipient will consult with the OHP and any appropriate Tribes to determine a suitable course of action within 15 calendar days, or an alternate timeframe as agreed upon by all parties. With the express written permission of the OHP, the Recipient may perform additional measures to secure the project site if the Recipient or its contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

III. FINANCIAL ADMINISTRATION

- A. Financial Management.** The Recipient shall use a financial management system that: permits the preparation of financial reports required herein, provides an accounting of funds expended on the project, and follows the standards set forth by the Office of Management and Budget Circulars referenced herein. The Recipient shall expend funds only on allowable costs as set forth in the budget established in the approved project grant application.
- B. Determination of Value of Goods and Services.** Goods in the form of equipment, whether owned, purchased, leased, or donated, will be valued on a use basis of actual costs of operation or of purchase or lease or prevailing costs of goods if donated. Residual market value of purchased equipment shall be credited to project costs upon completion. Goods in the form of supplies and materials will be valued at actual direct costs to Recipient or, if donated, according

to the prevailing costs in the marketplace. Services will be valued in the actual amounts of salaries, wages, and direct overhead costs expended on the project.

C. **Volunteer Services.** Volunteer services will be valued for contribution purposes at the rates paid for similar technical skills and work in other activities. Specific procedures for the Recipient in establishing the value of in-kind contributions from non-Federal third parties are set forth below:

1. **Valuation of Volunteer Services:** Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteered service may be counted as cost sharing or matching if the service is an integral and necessary part of an approved program.
2. **Rates for Volunteer Services:** Rates for volunteers should be consistent with those paid for similar work in other activities of government or commerce. In those instances in which the required skills are not found in the Recipient's organization, rates should be consistent with those paid for similar work in the labor markets in which the Recipient competes for the kind of services involved. Volunteers with no historic preservation education or experience may claim only the minimum wage rate.
3. **Volunteers Employed by Other Organizations:** When an employer other than the Recipient furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead costs), provided these services are in the same skill for which the employee is normally paid. This rate shall not exceed the maximum daily rate of compensation for a GS-18 position in the federal civil service, as established by law.

D. **Billing.**

1. The Recipient shall have sufficient working capital to ensure that the project progresses on schedule even though payments from the OHP may be unexpectedly delayed beyond the normal six-to-eight-week payment timeline.
2. Generally, grant funds shall be disbursed as reimbursement for payments made, after the required form and backup documentation for both grant and matching funds have been received and approved by the OHP. Requests for advance payment of grant funds must be accompanied by a thorough needs justification and identification of the basis of the match for the requested funds, and will be reviewed and approved on a case-by-case basis.
3. When seeking reimbursements, the Recipient shall base its billings upon financial records for both the federal and nonfederal shares of project costs that are supported by appropriate documentation. All reimbursement requests shall be accompanied by copies of timesheets, cancelled checks, receipts, etc., for verification by the OHP before payment.
4. The Recipient shall submit billings during the project period for this agreement. The final billing statement with documentation sufficient for audit dated prior to end of the contract period, shall be submitted with the Final Report as described in this agreement.
5. Recipient may also submit supplemental billing statements during the project period with progress reports but must include an itemization of expenditures or receipts or timesheets of work completed.
6. The Recipient shall submit billings on the billing statement form (DPR 417) prescribed by the OHP. The OHP need not make payment on billings submitted in other formats. The Recipient shall submit billings by email to XXXX@parks.ca.gov. The Recipient shall ensure that the billing form bears the signature of the Recipient's project representative.
7. After reviewing each billing for accuracy and appropriateness, the OHP shall pay the least of the following: (a) fifty percent of the amount of the total project costs incurred during the billing period shown on the billing; (b) the amount of cash outlays made during the billing

- period as shown on the billing; or (c) the amount of federal grant funds available for support of the project as shown in the project funding section of this agreement.
8. The OHP will not reimburse more than ninety (90%) percent of allocated grant funds until the OHP has verified completion of the project, and if necessary, until an audit approval has been received by the OHP from the Audits Section of the Department of Parks and Recreation.
- E. **Approved Indirect Rate.** The federally negotiated indirect rate plus administrative costs to be applied against this agreement shall not exceed 25 percent of the total project cost. Indirect costs will not be allowable charges against this agreement unless specifically included as a line item in the approved budget incorporated by reference into this agreement. If indirect costs are allowable charges, a copy of the Recipient's approved negotiated indirect rate shall be provided to the OHP.
 - F. **Pre-Award Incurrence of Costs.** The Recipient shall be entitled to costs incurred on or after the Start date of this agreement. No pre-award costs are eligible for reimbursement nor may they be used as match.
 - G. **Program Income.** Per CFR Section 200.307, income generated by the grant-funded project during the term of the grant agreement must be deducted from total project costs to determine the net allowable costs. Program income that the applicant did not anticipate at the time of the grant award must be used to reduce the grant and match amounts rather than to increase the funds committed to the project.

IV. PROJECT MODIFICATIONS

- A. **Budget and Program.** The Recipient and OHP understand that the Recipient is permitted to re-budget within the approved direct cost budget categories to meet unanticipated requirements and may need to make program changes to the project. Any such changes shall be reported to the OHP as part of Recipient's required interim reporting.
- B. **OHP Approval.** Notwithstanding the provisions of the foregoing paragraph, the Recipient shall obtain from the OHP prior approval for:
 1. Any substantive revision of the scope (changes that affect the original objectives or need for the project), or budget (changes of more than 10% within the proposed budget category costs) of the project;
 2. Changes in key persons required under this agreement to meet the Secretary of the Interior's professional qualifications standards; and
 3. Requests for new or revised performance or reporting milestones.
 4. The Recipient shall make requests for such changes in writing. The OHP shall approve or disapprove in writing. If appropriate, the Recipient and the OHP shall amend this agreement to include approved changes.

V. REPORTS, RECORDS AND PUBLICATIONS

- A. **General.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR 200-200.337.

- B. Reporting Requirements:** Refer to the first page of this agreement for reporting frequency and due dates. Performance reports are required at the same reporting frequency and due dates as financial reports. Reports must be submitted to the OHP by email at XXXX@parks.ca.gov.
1. Recipient shall submit progress reports and interim work products on the dates indicated in this agreement. Progress reports shall be in such form and contain such information as the OHP instructs. Requests for reimbursement will not be approved unless said progress reports are on file at the OHP. Non-compliance with reporting requirements may result in termination of this grant agreement.
 2. A final Performance Report and a final Financial Report will be due within 45 days after the end date of the Term of the Agreement. As outlined in this agreement, the Recipient shall furnish to the OHP a final performance report, acceptable to the OHP, which compares actual accomplishments to planned objectives and, if appropriate, gives reasons that the objectives were not met as planned.
 3. As outlined in this agreement, or date approved by the OHP, the Recipient shall furnish to the OHP all final work products mentioned in the project scope and elsewhere in this agreement.
 4. The OHP shall not be obligated to provide federal funds for work products that, in the opinion of the OHP, do not conform to the terms of this agreement or to the applicable Secretary of the Interior's Standards.
- C. 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: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply. 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. 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 Section508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.
- a. 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 of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.
 - b. 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.

- D. **Service Records.** Records of personal services contributions, whether paid or volunteer, shall include timesheets bearing the signature of the person whose time is contributed and of the supervisor verifying that the record is accurate. "Personnel Activity Reports" as specified in OMB Circular A-21 and its successors shall be acceptable as documentation of time spent on this project by "professional" and "professorial" staff. Volunteer records shall show the actual hours worked, the specific duties performed, and the basis for determining the rate of contribution. These records shall be included with the audit material. The Recipient shall keep such records, maps, and reports as the OHP and Interior prescribe, including records that fully disclose the dispositions by the Recipient of federal grant funds, total cost of the project, the amount and nature of that portion of the cost of the project supplied by other sources, and such other records as will facilitate an effective audit.
- E. **Financial Records.** During its regular office hours, the Recipient shall make financial records available to the OHP, Secretary of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of inspection, copying, and audit. The Recipient shall provide copies of such records to the OHP if requested to do so by the OHP and shall retain such records for three years following project termination. Project records shall be retained by Recipient for three years following project completion or longer until notification that the Federal audit covering the project has been closed.
- F. **Copyright and Funding Acknowledgement.** In regard to all copyrightable material, including but not limited to books reports, plans, photographs, drawings, films, recordings, videotapes, and computer programs, which are produced as part or result of this project, the NPS and OHP reserve a royalty-free right to reproduce, publish, or otherwise use the work for Federal or State purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim and final reporting and deliverables/publications will be considered released to the NPS and OHP for future official use. Photographer, date, and caption should be identified on each photo, so the NPS or OHP 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.
1. Any publications resulting from the project shall contain the following statements: *"This material was produced with assistance from the National Maritime Heritage Grants Program, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number and HPF Online Project Number]. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."*
 2. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
 3. 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.
 5. The Recipient shall provide two copies of all hard copy publications to the OHP no later than the end of the project period. If publications are only produced electronically, the Recipient shall post the publication online and provide a link to the publication to the OHP by email no later than at the end of the project period.
- G. **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 receiving this awarded grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.

1. National Maritime Heritage Grants Program funded 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. Signage/notification must be submitted to the OHP for approval by the NPS in advance. 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 agreement.
2. At a minimum, all notifications must contain the following statement: *"[Project Name] is being supported in part by a National Maritime Heritage Grant administered by the National Park Service, Department of the Interior, and the California Office of Historic Preservation."*
3. 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 National Maritime Heritage Grants Program approved signage format that can be provided upon request. Any other use of the logo is prohibited.

VI. OTHER REQUIREMENTS

- A. **OMB Circulars and Other Regulations.** The following Federal Regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 1. **Administrative Requirements:**
 - a. 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
 2. **Determination of Allowable Costs:**
 - a. 2 CFR 200, Subpart E, "Cost Principles"
 3. **Audit Requirements:**
 - a. 2 CFR 200, Subpart F, "Audit Requirements"
 4. **Code of Federal Regulations/Regulatory Requirements:**
 - a. 2 CFR 182 and 1401, "Government-wide Requirements for a Drug-Free Workplace"
 - b. 2 CFR 180 and 1400, "Non-Procurement Debarment and Suspension" (previously located at 43 CFR, 42, "Government wide Debarment and Suspension (NonProcurement)")
 - c. 43 CFR 18, "New Restrictions on Lobbying"
 - d. 2 CFR 175, "Trafficking Victims Protections Act of 2000"
 - e. FAR Clause 52.203-12, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions"
 - f. 2 CFR 25, "System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS)"
 - g. 2 CFR 170, "Reporting Subawards and Executive Compensation" or FFATA (Refer to XII.B.11)
- B. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter printed or written matter, or other device, intended or designed to influence in any manner a Member of

Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations, which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere, with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violation of section 1352(a) title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008(P.L. 110-161) also apply.

- C. **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.
- D. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the OHP and the Assignee.
- E. **Member of Congress.** Pursuant of 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.
- F. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the State, nor will the Recipient represent itself as such to third parties. NPS and State employees are not agents of the Recipient and will not act on behalf of the Recipient.
- G. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or OHP from entering into similar agreements or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- H. **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.
- I. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS or OHP 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.
- J. **No Third-Party Rights.** This Agreement creates enforceable obligations between NPS, OHP and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

- K. **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.
- M. **Public Information and Endorsements**
1. Recipient shall not publicize or otherwise circulate promotional material (such as advertisement, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) that states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position that the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work product to be superior to other or services.
 2. Press releases about this project must acknowledge the grant assistance provided by the National Maritime Heritage Grants Program and the National Park Service, and copies of the press releases must be provided to the OHP and 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 National Maritime Heritage Grants Program administered by the National Park Service.
- N. **Publication of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with other; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- O. **Audit Requirements**
1. Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR 200, Subpart F and shall furnish the OHP with a copy of the audit report within thirty (30) days after issuance.
 2. Non-federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
 3. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <https://www.fac.gov/>.
 4. The Recipient shall reimburse the OHP for any costs that are disallowed during an audit.

5. 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.

P. **Procurement Procedures.** A full description of procurement standards applicable to this agreement can be found in 2 CFR 200.317-326.

U. **Conflict of Interest**

1. The Recipient must establish safeguards to prohibit its employees from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the OHP in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter that might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-Recipients in the matter.
2. The OHP, in consultation with the NPS, will determine if a conflict of interest exists. If a conflict of interest exists, the OHP will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the OHP in writing.
3. Failure to resolve conflicts of interest in a manner that satisfies the OHP and NPS may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR part 180).

V. **Ensuring the Future is made in All of America by All of America's Workers.** Per Executive Order 14005 (dated January 25, 2021), 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.

W. **Patents and Inventions.** Recipients of agreements that 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.

X. **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.

Y. **GIS Spatial Data Transfer Standards.** All GIS data collected with National Maritime Heritage Grants Program funds shall be in compliance with the NPS Cultural Resource Spatial Data

Transfer Standards with complete feature level metadata and with data standards for the California Historical Resources Information System (CHRIS).

1. 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 and CHRIS data standards will be made available if requested.
2. Execution of a Data Sharing Agreement between the OHP/CHRIS, NPS, and Recipient shall take place prior to collection of GIS data using National Maritime Heritage Grants Program funds, as applicable.
3. Compliance with this award term will satisfy the requirements of Article 26 "Geospatial Data" and contained within the Department of the Interior's General Terms & Conditions (effective June 1, 2023).

APPENDIX 10: SAMPLE REIMBURSEMENT REQUEST FORM AND INSTRUCTIONS

**State of California — The Resources Agency DEPARTMENT
OF PARKS AND RECREATION**

**SAMPLE REQUEST FOR FEDERAL FUNDS
CALIFORNIA OFFICE OF HISTORIC PRESERVATION**

Federal
Fiscal Year of
Grant Award _____

| | | | |
|---|--|---|-----------------------------------|
| 1. Federal Agency and Organizational Element Interior — NPS | 2. Type of Request _____ Partial _____ Final | 3. Reimbursement Advance _____ | 4. Partial Payment Request No. |
| 5. State of California Supplier No. | 6. Contract No. | 7. Period Covered (Month, Day, Year) FROM _____ TO _____ | |
| 8. Name of Participant's Organization | | 9. Grant Amount | 10. Federal Grant No. |
| Street No. and Name | | 11. Match from Previous Billings | |
| City | State | Zip Code | 12. Amount Previously Billed |

| COST CATEGORIES (Round Off Amounts to the Nearest Dollar) | COL. A Cash Expenditures To Grant | COL. B Cash Expenditures — Match | COL. C Non-Cash Expenditures — Match | COL. D Total Expenditures |
|--|--|---|---|--|
| a. Salaried Personnel | | | | |
| b. Volunteers | | | | |
| c. Fringe Benefits | | | | |
| d. Travel Costs | | | | |
| e. Equipment and Office Space | | | | |
| f. Supplies | | | | |
| g. Professional Service Contracts | | | | |
| h. Other Contracted Services (photo dev., printing, typing, etc.) | | | | |
| i. Indirect Costs/Overhead (submit Federal Agreement) | | | | |
| j. Total Outlays (sum of lines a-i) | | | | |
| k. Program Income | | | | |
| l. Net Outlays (line j minus line k) | | | | |
| m. Allowable Federal Participation (_____ of line l, Col.D) | | | | |
| n. Amount Due (line l, Col. A or line m, Col. D — whichever is less) | | | | |

Make check payable to: _____ (Name) _____ (Attention)

Address:

CERTIFICATION

We certify that this billing is correct and just and is based upon actual or anticipated payment(s) of record by the Participant; that reimbursement requests are based on adequate supporting documentation; that these costs have not been included as contributions for any other federally assisted program or paid for by the Federal government under other grants; that the work and services are in accordance with the project agreement made under the National Historic Preservation Act between the Participant and the State of California; and that the progress of the work and services under the project agreement is satisfactory and is consistent with the amount billed.

We further certify that the Participant is not involved in any court litigation or lawsuits wherein it is alleged by private parties or the United States that persons were, on the grounds of race, color, age, sex, or national origin, excluded from participation in, denied benefits of, or otherwise subject to discrimination in the program funded under the project agreement.

| | |
|--|--|
| PARTICIPANT'S PROJECT REPRESENTATIVE (Signature and Date) ▶ | PARTICIPANT'S ACCOUNTING OFFICER (Signature and Date) ▶ |
|--|--|

REVIEWED BY OHP SUBGRANTEE MANAGER (Signature and Date)
▶

Instructions for Completing Request for Federal Funds Form (DPR 417)

General Notes

- All requests for reimbursement must be accompanied by copies of receipts, invoices, cancelled checks, timesheets, etc., in order to be reimbursed.
- Do not handwrite entries other than signatures and corresponding dates.
- Leave all lines blank for which there are no entries.
- Round off all amounts to the nearest whole dollar.
- Reimbursement requests must show sufficient match in order to be paid.
- Amounts requested must not substantially differ from amounts listed in the approved budget in the project agreement.

Item Number

1. Item 1 has already been completed—the federal agency is the National Park Service
2. Check the appropriate line as to whether the request for funds is a partial request or a final request. If the request is final, the amount billed should represent the final cost of the project minus any previous partial payments requested.
3. Because advance payment requests must be approved in advance by the National Park Service, the form has been marked as a Reimbursement. Contact the Office of Historic Preservation to obtain information about how to obtain such approval. Advance payments will only be approved if grant recipient shows that those costs are necessary at that time for successful completion of the project.
4. Enter the number of this request in relation to the grant award—e.g., for the first payment request, enter 1; for the second, enter 2; etc.
5. The grant recipient's State of California supplier number should have already been completed. If this box is blank on your form, contact the Office of Historic Preservation's Fiscal and Grants Coordinator.
6. The grant recipient's contract number should have already been completed. If this box is blank on your form, contact the Office of Historic Preservation's Fiscal and Grants Coordinator.
7. The grant agreement beginning and end dates should have already been completed. If you are requesting a partial payment, change the dates to indicate the grant period covered by your request.

8. The grant recipient's name has already been completed. Please add complete mailing address of the organization receiving the grant.
9. The grant amount should have already been completed. If this box is blank, add the full grant amount.
10. The federal grant number should have already been completed. If this box is blank on your form, contact the Office of Historic Preservation's Fiscal and Grants Coordinator.
11. Enter the total amount of match expenditures from all previously submitted funding requests, if any.
12. Enter the total amount requested from all previously submitted funding requests, if any.

Cost Categories Table

- Column A: This column is for all cash expenditures made since the last funding request submitted for which reimbursement is being requested. Documentation showing that grantee expended all funds being requested for reimbursement must be attached/included.
- Column B: This column is for all cash expenditures made since the last funding request submitted that are being used as match for the grant funding being requested. Documentation showing that grantee expended all funds being used as match in this column must be attached/included.
- Column C: This column is for all non-cash expenditures made since the last funding request submitted. Non-cash expenditures may only be considered match and will not be reimbursed. Examples of non-cash expenditures that may be used as match include volunteer time, donated materials and supplies, etc. Documentation showing value of non-cash expenditures must be attached/included.
- Column D: Column D is formatted to automatically complete after Columns A, B, and/or C have been completed for each row.
- Line a: Enter the cash amount expended on the salaries of employees of the participating organization. Do not include fringe benefits or indirect costs on this line. Attach/include documentation showing time worked and amounts paid. Include a summary sheet, listing amounts paid, that corresponds to the total shown for this line.
- Line b: Enter the amount expended for volunteers. Volunteers' hourly rates must be based on experience and work performed. Use Column A only for actual cash expenditures made for volunteers. Use Column B for volunteer labor.

Attach/include documentation showing volunteer hours (see Sample Volunteer or Donated Labor Timesheet). Attach/include documentation showing any cash expenditures made for volunteers.

- Line c: Enter the amount expended on fringe benefits for employees of the participating organization. Attach/include documentation showing amounts expended and include a summary sheet, listing amounts paid, that corresponds to the total shown for this line.
- Line d: Enter the cost of transportation, lodging, meals, per diem, and other related travel costs. Attach/include documentation showing all expenditures and include a summary sheet, listing amounts paid, that corresponds to the total shown for this line.
- Line e: Enter the cost of equipment acquisition or rental, and office space rental, if applicable. Attach/include documentation showing all expenditures made for such purposes.
- Line f: Enter the cost of supplies. Attach/include receipts/paid invoices for all supplies and include a summary sheet, listing amounts paid, that corresponds to the total shown for this line. For receipts, include a short note on the summary sheet explaining what the purchased item was used for.
- Line g: Enter the cost of professional service contracts, consultants, and closed-end contracts (e.g., historian, architectural historian, architect, etc.). If the contract includes other costs (e.g., printing, photocopying, research), include these costs on this line. Attach/include documentation (invoices, cancelled checks, etc.) showing all expenditures made for professional service contracts and a summary sheet, listing amounts paid, that corresponds to the total shown for this line.
- Line h: Enter the costs of other contracted services such as photocopying, printing, etc. Attach/include documentation for all costs and a summary sheet, listing amounts paid, that corresponds to the total shown for this line.
- Line i: Enter Participating Organization's indirect/overhead costs based on an approved Federal Agreement. Attach/include Federal Agreement showing approved indirect rate. Attach/include documentation showing basis for indirect charges and a summary sheet, listing amounts paid, that corresponds to the total shown for this line.
- Line j: Line j will automatically be completed based on entries in lines a through i.
- Line k: Some programs require that income collected from the project be subtracted from cash expenditures—this is to be considered profit. If that is the case, list program income here and attach documentation for all income being claimed. This applies to Column A only.
- Line l: Line l will automatically be completed based on lines j and k.

Line m: The percentage of federal share allowed for the applicable grant program should have already been completed. It will be used to automatically complete Column D, Line m based on the total in Column D, Line l.

Line n: Line n will automatically populate with either the amount in Column A, Line l or Column D, Line m, whichever is lower. This amount, when added to the amount listed in item number 12 above, cannot exceed the amount in item number 9 above (in other words, the total amount requested cannot exceed the amount of the grant). If it does, reduce the amount on Line n accordingly.

Bottom of Form

In the space provided below Line n, indicate who the check should be made payable to, to whose attention it should be addressed, and where it should be mailed.

In the Certification section, provide the signatures and signature dates of the person who signed the project agreement and the participating organization's accounting officer, if there is one. (Note: Two signatures are not required, but the Participant's Project Representative must sign and date the form.)

Submitting the Form

Submit completed and signed form with backup documentation by email to maritimegrants.ohp@parks.ca.gov.

If you are unsure about how to complete the form, you can email an unsigned draft to maritimegrants.ohp@parks.ca.gov for review before you finalize and sign it.

Questions about completing the form or submitting backup documentation should be directed to the Office of Historic Preservation Fiscal and Grants Coordinator, maritimegrants.ohp@parks.ca.gov or (916) 445-7000.