

GRANT AGREEMENT (NO. GA 6059J012)
BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE
AND
THE MARYLAND STATE ARCHIVES

ARTICLE I - BACKGROUND AND OBJECTIVE

A. Background.

The Parties to this Grant Agreement (Agreement) for a project in support of the National Underground Railroad Network to Freedom program are the **NATIONAL PARK SERVICE** (NPS) and the **MARYLAND STATE ARCHIVES** representing the Network to Freedom listing **MARYLAND STATE ARCHIVES**.

This Agreement is entered into by authority of PL 106-291, Title I, Section 150(h), approved on October 11, 2000, which amended PL 105-203, the National Underground Railroad Network to Freedom Act, to give the Secretary of the Interior authority to make grants for the “preservation and restoration of historic buildings or structures associated with the Underground Railroad, and for related research and documentation to sites, programs, and facilities that have been included in the national network.”

B. Objective:

The principal objective of this Agreement is to carry out the work described in the grant application proposal “*Beneath the Underground Flight to Freedom: Montgomery County 1830-1860.*”

ARTICLE II - STATEMENT OF WORK

The NPS and the **MARYLAND STATE ARCHIVES** will perform the functions specified below in accordance with the provisions of this Agreement.

A. NPS agrees to:

1. Provide to the grantee funds as specified under Article V, Award, Payment/Invoices, below, for the grantee perform the functions specified under Sections B and C of this Article.
2. Provide staff and in-kind services as necessary to perform the functions specified under Section A of this Article.
3. Provide technical assistance, as requested, on the project.

B. The grantee agrees to:

1. Provide matching funds in the amount of \$50,000 necessary to match Federal contributions on a 1:1 basis or greater, and to perform the functions specified under Section B and C of this Article.
2. Manage the project, including supervising and carrying out all project site work in cooperation with project partners.
3. Conduct the project as described in the attached grant application proposal.

C. The NPS and the grantee, jointly, agree to:

1. Work together with project cooperators to coordinate project activities, track project progress and expenditures, and ensure consistency with the goals of the Network to Freedom program.

ARTICLE III - TERM OF AGREEMENT

This Agreement will take effect as of the date of the last signature. This Agreement will continue in force until September 30, 2009.

ARTICLE IV - KEY OFFICIALS

A. National Park Service

Signatory/Administrative

Diane E. Miller
National Program Manager
National Underground Railroad
Network to Freedom Program
National Park Service
Midwest Regional Office
601 Riverfront Drive
Omaha, Nebraska 68102

Agreements Technical Representative

Sheri Jackson
Northeast Regional Coordinator
National Underground Railroad
Network to Freedom Program
Philadelphia Support Office
200 Chestnut Street
Philadelphia, Pennsylvania 19106
215-597-7050
sheri_jackson@nps.gov

B. Grantee

Signatory

Dr. Edward C. Papenfuse
State Archivist
Maryland State Archives
350 Rowe Boulevard
Annapolis, Maryland 21401
410-260-6401
edp@mdsa.net

Project Administrator

Christopher E. Haley
Director, Study of the Legacy
of Slavery in Maryland
Maryland State Archives
350 Rowe Boulevard
Annapolis, Maryland 21401
410-260-6478
chrish@mdsa.net

C. Communications.

The Grantee shall address any communication regarding this Agreement to the National Program Manager, with a copy to the NPS Agreement Technical Representative. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the NPS Agreement Technical Representative.

D. Changes in Key Officials.

The Grantee may not make any change in a key official without written notice to the National Park Service reasonably in advance of the proposed change. The notice shall include a justification in sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any change in key officials shall be made only by amendment to this Agreement.

ARTICLE V - AWARD, PAYMENT/INVOICES

A. Work Plan, Budget, and Award of Funds.

The grantee agrees to utilize funds to carry out the scope of project work stipulated in the attached grant application proposal. If any portion of the work to be supported by this grant receives financial assistance from another source during the grant period, the grantee must promptly notify the National Program Manager in writing.

The grantee may not, without prior written approval by the NPS grant awarding official, make changes in the approved grant application or budget that would materially alter the scope of work described below and in the attached grant application proposal. NPS assumes no fiscal liability for any commitments that exceed the funds provided in the Grant Agreement.

The grantee is responsible for compliance with Section 106 consultation with the State Historic Preservation Officer. All architectural plans and specifications to perform work supported by this grant must be submitted for prior review and written approval to the State Historic Preservation Office (SHPO) and to the NPS Agreement Technical Representative. The NPS must also concur with the proposed selection of any professional consultants to be retained by the grantee.

The approved Summary of Objectives and Results to be performed with this grant award is as follows:

Document and cross reference slave holding landowners, their properties, waterways, and independent structures, such as churches, railroads, and school house with the runaway slave ads and/or case studies in which they are mentioned. and create an electronic repository for public access for this research. Conduct site visits and attend conferences related to Maryland African American history for additional insight, information and assistance in Montgomery County and surrounding areas.

The approved Work-Cost Budget is summarized as follows: Federal grant \$50,000; non-Federal match at least \$50,000. Administrative costs (including personnel salaries, fringe benefits, and indirect costs) of the grantee recipient are not eligible to be charged to this grant.

C. Request for Reimbursement.

The NPS will reimburse the grantee upon presentation of a written request for reimbursement, but no more frequently than monthly. The grantee shall submit each such request on Standard Form 270 (SF270), Request for Advance or Reimbursement to the NPS Agreement Technical Representative at the address specified in Article IV, Paragraph A. The NPS Agreement Technical Representative will review and approve the request, and promptly forward the request for processing.

Fifty percent of the eligible costs incurred pursuant to this Grant Agreement will be reimbursed by NPS. The cash matching share required pursuant to this Grant Agreement must be identified and made available by the grantee in order to accomplish the scope of work detailed in the attached grant application proposal. Accordingly, for each billing transmitted to NPS, 50 percent of the costs incurred will be borne by this NPS grant and 50 percent will be paid by the non-Federal matching share contributed by the grantee. The non-Federal portion must be identified on line 11.f. of the SF 270 Request for Advance or Reimbursement Form. Failure to provide the required non-Federal matching share will be grounds for terminating this grant agreement.

All costs incurred during the grant period specified above must be billed to NPS by September 30, 2009, or within 90 days after the completion of project work, whichever is sooner.

As a result of the Debt Collection Improvement Act of 1996, Federal payments must now be made through electronic funds transfer. In order to comply with this regulation, all grantees must apply for a Data Universal Numbering System number (www.ccr.gov) prior to the first request for reimbursement.

C. Auditing, Accounting, and Cost Principles.

The grantee agrees that the conditions and requirements of the relevant Office of Management and Budget (OMB) Circulars will be the basis for its operation and administration of this grant. The grantee also agrees to the terms and conditions outlined in this agreement and necessary to facilitate administration of the grant and to protect the interests of the Federal Government. Noncompliance with these terms and conditions will cause disallowance of costs charged to this grant.

The relevant OMB circulars are:

Cost Principles

- OMB A-21 Educational Institutions
- OMB A-87 State and Local Governments
- OMB A-122 Non Profit Organizations

Administrative Requirements

OMB A-102 State and Local Governments

OMB A-110 Institutions of Higher Education, Hospitals, and other Non-Profit Organizations

Audit Requirements

OMB A-133 States, local governments, and Non-Profit Organizations

Copies of these OMB circulars are available on the internet at <http://www.whitehouse.gov/omb/grants/index.html> or by request.

D. Chargeable Appropriation.

The chargeable appropriation for this Agreement is account number 6059-GRNT-CUZ. Nothing in this Agreement shall be construed as binding the Service to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this Agreement in that fiscal year.

E. Pre-Award Costs.

Expenses charged to grant funds may not be incurred prior to the date of the last signature or subsequent to September 30, 2009, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget of this Grant Agreement.

All construction work must be performed in accordance with the Secretary's Standards for the Treatment of Historic Properties. All work must be inspected by NPS representatives prior to payment being made to the grantee.

All expenses charged to the grant (including the cash non-Federal matching share) must be: directly related to the approved objectives and budget of this Grant Agreement; eligible in accordance with the OMB Circulars covering cost principles, and supported by approved contracts, purchase orders, requisitions, bills, or other evidence of liability consistent with generally established purchasing procedures and generally accepted accounting principles.

ARTICLE VI - REPORTS AND RECORDS

A. Where to Submit.

All reports should be submitted to the NPS Agreement Technical Representative and the National Program Manager at the addresses specified in Article IV.

B. What and When to Submit.

NPS representatives may make onsite visits to monitor the progress of the grant-supported work. NPS reserves the right to request meetings, upon reasonable notice, with grantee project staff at

intervals during the course of project work. The grantee agrees to promptly notify the grant awarding official should any of the following conditions become known:

- 1) Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work.
- 2) The need for adjustment to the project budget.

Interim and Final Progress Reports.

1) **Interim Reports.** The grantee agrees to forward a brief narrative summary of accomplishments. The first interim report must cover the period from the beginning of the grant through December 31, 2008. This report must be postmarked by January 31, 2009. The second interim report must cover the period from January 1, 2009 through September 30, 2009 (and be postmarked by October 30, 2009).

2) A narrative Final Report must be forwarded not later than 45 days following the completion of the project or the end date of the grant, i.e., by September 30, 2009, whichever comes first.

3) Failure to submit acceptable reports may cause NPS to withhold payment or affect the grantee's eligibility for future grant awards.

Three copies of a completion report for the grant (*construction projects must provide photographs of the building taken before and after the completion of the grant-assisted work*), must be forwarded to the National Park Service with the Final Progress Report. An SF-269A, Financial Status Report, will be used for the completion report.

C. Recordkeeping.

The grantee agrees to maintain property, personnel, financial, and other records and accounts pertinent to the funds awarded by this grant in accordance with the OMB Circulars referenced in Article V, C of this agreement. The grantee and its subgrantees and contractors will permit on-site inspections by NPS representatives, and will effectively require employees, agents, and subcontractors to furnish such information as, in the judgment of NPS representatives, may be relevant to a question of compliance with grant conditions.

D. Access to Records.

The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, shall have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records of the grantee or subgrantees that are pertinent to the grant at all reasonable times during the period of retention provided for in the OMB Circulars, generally considered three years from the end of the grant.

E. Acknowledgment of Federal Assistance and Disclaimer.

The grantee shall furnish to NPS at least three copies of all reports, plans, specifications, studies, photographs, audiovisual materials or similar materials that are produced with this grant assistance. NPS may request to review, comment upon, and approve any report resulting from this project prior to final issuance by the grantee.

An acknowledgment of NPS support and a disclaimer must appear in publications or informational material, including videotapes based on, or developed by, the grant. The acknowledgment and disclaimer shall state: "This material is based upon work assisted by a grant from the Department of the Interior, National Park Service. 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." All consultants hired by the grantee must be informed of this requirement.

NPS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the copyright in any work developed under this grant.

Any material, documents, and information produced by this grant becomes part of the public record and is available to the public.

ARTICLE VII - PROPERTY UTILIZATION AND DISPOSITION

A. Grantee-Acquired Equipment.

Not applicable. The Grantee will acquire no property or equipment with Federal funds for this project.

ARTICLE VIII - AMENDMENT AND TERMINATION

A. Amendment.

The Parties may only modify this Agreement, including the work plan and budget, by written amendment, signed and dated by the Parties.

B. Termination.

Failure of the grantee to comply with any of the terms or conditions of this Agreement shall be deemed a material breach of this Agreement, and after written notice, NPS shall have every right and remedy under law to suspend, terminate, or annul this grant. This grant may be suspended or terminated for cause by NPS in accordance with OMB Circular on Administrative Requirements referenced in Article V, C of this agreement.

This grant may also be terminated by mutual agreement, which shall not affect any valid commitment of grant funds that, in the judgment of both NPS and the grantee, had become firm before the effective date of the termination. In addition, NPS will periodically review the project to determine progress, and reserves the right at those times, after written notice, to withdraw grant funds not already expended or committed for costs incurred.

ARTICLE IX - GENERAL AND SPECIAL PROVISIONS

A. General Provisions.

The requirements of the relevant OMB Circulars listed in Article V, C are incorporated by reference into this Agreement.

B. Certifications.

Compliance.

a) The grantee and its subcontractors will comply with all applicable statutes and Executive Orders on equal opportunity (including Title VI, Section 504 and Age Discrimination), and this grant will be governed by the provisions of all such statutes and Executive Orders, including enforcement provisions, as implemented by Department of the Interior regulations published in 43 CFR 17.

b) The administration of this award must be accomplished free from conflict of interest, bribery, "kickbacks," cost-plus-percentage-of-costs contracts, and other procurement practices prohibited by OMB Circular A-110.

c) In accordance with Executive Order 12549 "Debarment and Suspension," the grantee and its subcontractor must not make any award or permit any award to any party which under Executive Order 12549 is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs.

Prohibition Against Lobbying with Appropriated Funds.

In accordance with 18 U.S.C. 1913, none of these funds may be used for lobbying the Congress of the United States. Recipients shall not use any part of the appropriated funds for any activity designed to influence in any manner a Member of Congress or for the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

The Grantee shall submit to the NPS, in accordance with the preceding special provisions, Form DI-2010, which includes the following:

1) Certification Regarding Drug Free Workplace.

- 2) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Primary and Lower Tiered Covered Transactions.
- 3) Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, FAR 52.203-11.
- 4) Certification Regarding Lobbying.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) hereinafter set forth.

Grantee

NATIONAL PARK SERVICE

Signature: _____

Signature: _____

Name: _____

Name: Diane E. Miller

Title: _____

Title: National Program Manager
National Park Service
National Underground Railroad
Network to Freedom Program

Date: _____

Date: _____