

RESOLUTION NO. 6-82  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Donc Locke ON THE 15th  
DAY OF March, 1982.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE OHIO HISTORICAL SOCIETY AND THE CITY OF CENTERVILLE, OHIO, IN THE MATTER OF A GRANT-IN-AID UNDER THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 FOR THE PRESERVATION OF THE WRIGHT HOUSE.

WHEREAS, the Society, at the request of the City of Centerville, has applied for a fifty percent (50%) matching grant-in-aid from the Heritage Conservation and Recreation Service, U.S. Department of the Interior, under the National Historic Preservation Act of 1966 (80 STAT. 915, 16 USC 470), for the preservation of the Wright House, a property listed on the National Register of Historic Places; and

WHEREAS, the Heritage Conservation and Recreation Service has awarded to the Society a fifty percent (50%) matching grant of \$12,000.00;

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

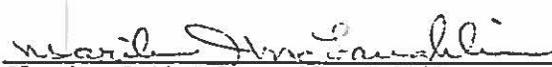
SECTION 1. That the Council of the City of Centerville, Ohio, hereby authorizes and directs the City Manager to execute an Agreement between the Ohio Historical Society and the City of Centerville, Ohio for a grant-in-aid from the Heritage Conservation and Recreation Service, U.S. Department of the Interior, under the National Historic Preservation Act of 1966, for the preservation of the Wright House; a copy of which is attached hereto, and incorporated herein, marked Exhibit "A".

SECTION 2. That this Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED this 15th day of March, 1982.

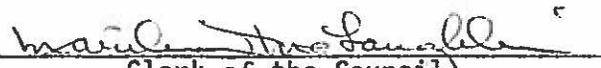
  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of the Council of the  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the forgoing to be a true and correct copy of Resolution No. 6-82, passed by the Council of the City of Centerville, Ohio, on the 15th day of March, 1982.

  
\_\_\_\_\_  
Clerk of the Council

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

GRANT AGREEMENT

Asahel Wright Hou

AGREEMENT, made this 7th day of January, 19 82, between the Ohio Historical Society at 1982 Velma Avenue, Columbus, Ohio 43211, hereinafter referred to as The Society, and the City of Centerville

hereinafter referred to as the Subgrantee.

WHEREAS, the Society, at the request of the Subgrantee, has applied for a fifty percent (50%) matching grant-in-aid from the Heritage Conservation and Recreation Service, U. S. Department of the Interior, under the National Historic Preservation Act of 1966 (80 STAT. 915, 16 USC 470), for the preservation of the Wright House  
a property listed on the National Register of Historic Places and

WHEREAS, the Heritage Conservation and Recreation Service has awarded to the Society a fifty percent (50%) matching grant of \$12,000, and

WHEREAS, under the terms of said grant as recommended by the State Historic Preservation Officer and accepted by the Society, if grant assistance is made to the Subgrantee, the Society is responsible for insuring the Subgrantee's compliance with all terms of the assistance and with program policies and procedures.

NOW THEREFORE, the Society and the Subgrantee do mutually agree as follows:

1. Legal Authority of Subgrantee: The Subgrantee warrants that it has legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, a motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of an application, including all understandings and assurances contained therein and the execution of this agreement. Subgrantee agrees to complete the proposed work in accordance with the terms of the grant by December 31, 1982. in compliance with the conditions set forth below.
2. Plans, Specifications, Cost Breakdown, and Research: The Subgrantee will submit to the Society adequate documentation to obtain Federal Agency approval before the project is advertised or placed on the market for bidding; will construct or cause to be constructed to final completion the project in accordance with approved drawings, specifications and research; will obtain written approval of the Society for any changes in the drawings, specifications, research cost of the project, use of space, functional layout, or the scope of work to be completed; will not undertake construction until the previously described conditions have been met.
3. Prohibition of Retroactive Funding: The cost of project work begun prior to receipt of written project approval from the Society by the Subgrantee will be ineligible for funding under the terms of this agreement and may be considered grounds for denial of said approval. The only exception to this rule is the cost of the preparation of drawings and specifications and architectural and/or historical research necessary to secure said project approval. This exception requires prior approval by the Society.
4. Non-Federal Share: Subgrantee agrees to provide sufficient funds to meet the non-federal share of the cost of the project. Federal monies will not be used to match the monies granted through this Agreement, unless specifically allowed under the special Federal enabling legislation (i.e., Revenue Sharing, Community Development Block Grant and Urban Development Action Grant funds are allowable sources of matching funds).
5. Permits and Licenses: The Subgrantee will be responsible for obtaining any permits or licenses required for the performance of the project work. Moreover, it

will operate and maintain the facility in accordance with the minimum standards required or prescribed by the applicable Federal, State and Local agencies.

6. Non-Discrimination Based on Handicap: The Subgrantee shall comply with Section 504 of the Rehabilitation Act of 1975 and Executive Order 11914 (24 CFR Part 8), which relates to non-discrimination based on handicap in federally assisted programs and activities of the Department of Housing and Urban Development. In addition, the Architectural Barriers Act of 1968, 42 USC 4151, applies to grant assisted properties which are required to provide public access as part of the Grant Agreement. Where the Act applies, specifications for any construction shall comply with the "American Standard Specifications for Making Building and Facilities Accessible to and Useable by, the Physically Handicapped", Number A-117.1-1980, as modified (41 CFR 101.10.603).

7. Public Access: For all development projects not clearly visible from a public right-of-way or where interior work other than structural or mechanical is funded and the property is not regularly open to the public on a continuing basis, the property owner agrees to provide public access to the facility. When interior public access is required, the property must be open to the public not less than twelve (12) days a year on an equitably spaced basis and at other times by appointment. Subgrantee and/or owner agree to publish notification giving dates and times when the property is open to the public in the appropriate section of a general circulation newspaper covering the area in which the property is located. Documentation of such notice is to be submitted to the Society annually during the term of the Covenant/Letter of Agreement. Nothing in this agreement will prohibit the owner or subgrantee from charging a responsible nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area. The Society will provide the Subgrantee with suggested wording of the public notification.

8. Project Supervision: The Subgrantee will maintain competent and adequate architectural and engineering supervision at the construction site to insure that all work conforms with the approved plans and specifications.

9. Project Sign: There shall be prominently erected at the project an identifying sign. The sign shall be of adequate size to mark the site clearly, and shall be prepared according to specifications which the Society will provide the Subgrantee. The sign shall be erected at the beginning of project work and shall be maintained in good condition until work is completed for a development project and for six months following transfer of title in the case of an acquisition project.

10. Acknowledgement of Funding Source and Grant Administrator: In all public announcements, news releases, articles, publications, and media communications resulting from or concerning this project for the duration of the Covenant or Letter of Agreement, the Subgrantee, its employees, agents, and assigns shall acknowledge the funding source and grant administrator according to approved publicity wording which the Society will provide the Subgrantee.

11. Donated Labor and Materials: All donated labor or materials will be supported by acceptable written documentation. Reimbursement will be made only for those costs which are documented. The Society will provide the Subgrantee with acceptable forms for record keeping.

12. Method of Procurement: Procurement under grants shall be made by one of the following methods: 1) small purchase procedures; 2) competitive sealed bids (formal advertising); 3) competitive negotiation; 4) non-competitive negotiation. The method of procurement is to be approved by the Society prior to initiation.

- 1) Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies or other property, costing in the aggregate not more than \$10,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources.

- 2) In formal advertising for projects exceeding \$10,000, sealed bids are publicly solicited, and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.

A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine when prior experience of the Grantee indicates that such discounts are generally taken.

Any or all bids may be rejected when there are sound documented business reasons in the best interest of the program.

- 3) If competitive negotiation is used for a procurement under a grant, the following requirements shall apply:
- a. Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of procurement. The Request for Proposals shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable.
  - b. Subgrantee may utilize competitive negotiation procedures for procurement of Architectural/Engineering professional services, whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.
- 4) Non-competitive negotiation is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Non-competitive negotiation may be used only when the award of a contract is unfeasible under small purchase, competitive bidding (formal advertising) or competitive negotiation procedures.

Additional innovative procurement methods may be used by Subgrantee with the approval of the Society.

13. Consultation Services: The use of individual consultant services as part of the grant share or matching share shall be documented in the following manner; evidence is to be shown that the fee is appropriate considering the qualifications of the consultant, his/her normal charges and the nature of the services to be provided. Written agreements between the parties shall be executed which detail the responsibilities, standards, and fees.

No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with HPF funds. This rate shall not exceed the maximum daily rate of compensation for a GS-18 as established by Federal law.

Consultants may donate services only if the employment contract specifies that the consultant is accepting less than his/her normal rate of pay and is explicitly donating the difference for the achievement of project work. A written statement of intention to donate the rate difference shall be forwarded to the Society to be kept on file.

14. Subcontracts: The Subgrantee may subcontract for the performance of the services and activities herein prescribed. The execution of subcontracts shall not alter or modify the obligations of the Subgrantee hereunder. The Subgrantee shall be fully accountable and responsible for the acts, omissions, or non-compliance of its subcontractors and of persons directly or indirectly acting for or employed for such subcontractors. The Subgrantee will insert into each subcontract which is executed in connection with this Agreement, provisions herein applicable to the Subgrantee. Throughout the performance of subcontractors, the Subgrantee shall monitor the performance of subcontractors, their agents, and employees to insure compliance with the provisions herein. The Subgrantee shall

not enter into any subcontract wherein the consideration for work or material thereunder is based upon the cost thereof plus a percentage over and above such costs. The intent of this provision is to prohibit the making of agreements upon what is commonly known as the "cost-plus-a-percentage-of-cost" method.

15. Discrimination in Employment: In all hiring or employment made possible by or resulting from this grant award, each employer (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin.

16. Civil Rights: The Subgrantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If the grant amount exceeds \$10,000, the Subgrantee will comply with Executive Order 11246, "Equal Employment Opportunity", as amended by E.O. 11375 and as supplemented by 41 CFR Part 60, which is incorporated herein by reference. Moreover, the Subgrantee will comply with the Age, Discrimination, and Employment Act of 1976 (P.L. 93-259).

17. Affirmative Action Contractation: It is a national policy to award a fair share of contracts to small minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following: including qualified small and minority businesses on solicitation lists; assuring that small and minority businesses are solicited whenever they are potential sources; when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation; where the requirements permit, establishing delivery schedules which will encourage participation by small and minority business; using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required; if any subcontracts be let, requiring the prime contractor to take affirmative steps listed above. Subgrantee shall take similar appropriate affirmative action in support of women's business enterprises, and is encouraged to procure goods and services from labor surplus areas.

18. Anti-Kickback: All contracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

19. OMB Circular No. A-102: The Subgrantee will comply with all requirements imposed by the Federal Agency concerning special requirements by law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102 and Federal Management Circular 74-4. These documents will be provided to the Subgrantee upon request. All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition.

20. Covenant/Letter of Agreement: After receipt of written project approval from the Society by the Subgrantee and prior to the disbursement of any grant-in-aid funds, the subgrantee will enter into an enforceable Covenant or Letter of Agreement, determined by the amount of grant assistance, for a period of years. The document addresses the maintenance and/or public benefit of the grant-assisted property. The Covenant is recorded with the Deed Records of the county where the assisted property is located and runs with the land for a specified period. The Letter of Agreement is signed by the property owner and the Society. The Subgrantee shall have no right to repay the amount of Federal funds received in order to nullify the obligations of the Covenant or Letter of Agreement.

21. Responsibility for Acts, Omissions, and Negligence: It is not the intent of the parties to this Agreement to create an agency relationship. The Subgrantee shall be solely responsible for the acts, omissions, faults, and negligence of its agents, employees, contractors, subcontractors, and their employees, and all other persons otherwise engaged by the Subgrantee under this Agreement and for any damage to persons or property as a result thereof. The Subgrantee shall indemnify and save harmless the Society from any liabilities and expenses including litigation expenses arising out of any claim asserted against the Society arising out of the acts or omissions of the subgrantees, its agents, employees, contractors, subcontractors and their employees.

22. Compliance with Laws, Regulations, Guidelines and Policies: The Subgrantee in the performance of all activities under Agreement, shall comply and require compliance with all applicable laws, ordinances, codes, and regulations of the United States, the State of Ohio, and of local government and shall neither commit or permit any trespass upon any public or private property in the performance or attempted performance of any service or activity hereunder. The Subgrantee shall comply and require compliance with all requirements, limitations, regulations, rules, policies, guidelines, and interpretations thereof which are made applicable hereto by Executive Order of the President of the United States or the Governor of the State of Ohio or which are imposed by the Society, the U. S. Department of the Interior, or the Heritage Conservation and Recreation Service in connection with this grant and pursuant to the National Historic Preservation Act of 1966, as amended.

23. Non-Assignability: The Subgrantee shall not assign or otherwise transfer any interest in this agreement, the grant, or the project hereunder.

24. Payment of Grant Funds (Reimbursement): Progress payments in an amount not to exceed 50% of the cost incurred up to the grant amount may be made by the Society to the Subgrantee provided that all applicable project conditions are met. In the event that progress payments are made and the project is not completed in accordance with this agreement, Subgrantee shall upon demand of the Society promptly repay to the Society all progress payments made. Otherwise, grant payment will be made upon completion of project work and satisfaction of project conditions. Requests for payment from the Subgrantee must include copies of invoices and copies of cancelled checks, adequate work-in-progress and completion photos, audit documentation and a Project Completion Report.

25. Reports: At such times as the Society and the Federal Agency may require, the Subgrantee will furnish such periodic reports, statements and other documentary data and information as it may reasonably request relative to the progress and status of the project. The Subgrantee agrees to prepare a Project Completion Report, which details work accomplished and expenditures, at the conclusion of project work and further agrees to revise such report until satisfactory to the Society.

26. Financial Records: At all reasonable times during regular business hours, the Subgrantee will permit representatives of the Society and all other authorized representatives of the State and Federal government full and free access to the accounts, records and books of the Subgrantee relative hereto, including the right to make excerpts and transcripts from such accounts, records and books. The Subgrantee must ensure that the Society may upon request audit the books and receipts of the Subgrantee and his contractors and subcontractors, and that the Heritage Conservation and Recreation Service's auditors shall have the same privilege. All project records pertinent to the grant project are subject to disclosure to others under the Freedom of Information Act, 5 USC 552.

27. Audit Documentation: In addition to maintaining acceptable financial records, the Subgrantee, as part of the Project Completion Report, will provide the Society with a copy of the bid advertisement, or invitation to bid for contracts under \$10,000, a tabulation of bids received and a copy of the contract(s) entered into for the completion of project work, as well as other information described herein.

28. Lobbying: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or



indirectly to pay for any personal service advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper official channels, request for legislation on appropriations which they deem necessary for the efficient conduct of the public business.

29. Copyrights, Reporting, Patents: Except as otherwise provided by this agreement, the Subgrantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this agreement. When publications, films, or similar materials are developed directly or indirectly from a project supported by Heritage Conservation and Recreation Service funds, the Subgrantee is free to arrange for copyright without approval. However, Heritage Conservation and Recreation Service assistance shall be acknowledged according to approved wording which the Society will provide the Subgrantee. Subgrantee agrees to and awards the Government a royalty-free, non-exclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce and use all subject data or copyrightable materials based on any such data covered by copyright. The Subgrantee shall not include in the subject data any copyrightable matter without the written approval of the copyright subject owner which provides the Government with the written permission of the copyright owner for the Government to use the material in the manner as provided above.

30. Relocation Assistance: The subgrantee will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

31. EPA Violations: The Subgrantee will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Society of the receipt of any communication from the Director of the EPA offices of Federal activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA.

32. Energy Conservation: This Agreement shall recognize mandatory standards and policies relating to energy efficiency which are contained in the Ohio Energy Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

33. Termination of Agreement: Failure of the Subgrantee 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 from the Society, the Society shall, to the full extent permitted by law have each and every right and remedy available to the Society by law, including the right to cancel the grant either in part or in whole and recover any advance payments made. In addition, the Society or the Subgrantee may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

34. Recovery of Grant: In the event the Federal Government brings action against the Society to recover the Grant by reason of Subgrantee failure to comply with any condition of the Grant, Subgrantee shall indemnify the Society and save the Society harmless from any liability or expense in connection with such government action.

35. Flood Hazards and Water Pollution: The Subgrantee will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control and abatement of water pollution, incorporated herein by reference.

36. Flood Insurance: The Subgrantee will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of

1973, Public Law 93-254, 87 Stats. 975, approved December 21, 1976. Section 102(a) requires, on and after March 2, 1975, purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The Society will obtain information as to whether or not the project site is located in a flood hazard area and if the purchase of flood insurance is required.

37. The obligation of the Society to pay the grant shall be contingent upon receipt of the grant funds by the Society from the Heritage Conservation and Recreation Service and may be subject to reduction or cancellation by the Federal government. If the Society provides grant assistance, the Society agrees to pay the Subgrantee fifty percent (50%) of the actual cost of the project work, but not in excess of \$ 12,000, upon completion of project work in accordance with the conditions set forth by this agreement and submission of a satisfactory Project Completion Report.

IN WITNESS WHEREOF, that parties hereto have subscribed their names on the date signed.

THE OHIO HISTORICAL SOCIETY

W. Ray Luce  
W. Ray Luce, State Historic  
Preservation Officer

January 7, 1982  
Date

Gary C. Ness  
Gary C. Ness, Director  
Ohio Historical Society

1-11-82  
Date

Subgrantee

Date

Owner

Date