



July 1, 2021

Greg Hannan  
City of Hudson, Community Development Director  
1140 Terex Rd.  
Hudson, OH 44236

Dear Greg Hannan:

Re: 2021 Certified Local Government Grant Award

I am pleased to inform you that your City's application for the survey and boundary increase of the Hudson Historic District has been awarded a Fiscal Year 2021 Certified Local Government (CLG) grant in the amount of \$20,000. I commend the city of Hudson for addressing a preservation need important to your community's heritage and vitality.

The CLG program is a federal-state-local partnership that seeks to broaden local government participation in the national historic preservation program while maintaining standards consistent with the National Historic Preservation Act. The goals of the CLG grant program are to develop local historic preservation programs, assist communities in addressing their historic preservation priorities, and help preserve historic buildings and sites.

Each year, ten percent of the annual allocation of Ohio's historic preservation program funding from the National Park Service is passed through to local communities with certified historic preservation programs. These grant awards are made from the U. S. Department of Interior's Historic Preservation Fund (CFDA #15.904), which is funded by royalties paid for drilling rights on the federally owned Outer Continental Shelf. In Ohio, the grants are administered by the State Historic Preservation Office of the Ohio History Connection.

A copy of this letter is being sent to Nick Sugar, Senior Planner, who will serve as the project coordinator. Our staff looks forward to working with representatives of the city of Hudson throughout this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amanda Terrell". The signature is fluid and cursive, with a large initial "A" and a stylized "T".

Amanda Terrell  
Deputy State Historic Preservation Officer



Grant Agreement  
between  
Ohio History Connection  
and  
City of Hudson

**Project Title:** Update of the Boundary and Period of Significance for the Hudson Historic District

**Amount of Federal Funds Obligated:** \$20,000

**Amount of Nonfederal Matching Share:** \$0

**Project Total:** \$20,000

**Period of Performance:** July 1, 2021 through September 30, 2022

This Grant Agreement (Agreement) is entered into by the Ohio History Connection and City of Hudson (Grantee).

#### ARTICLE I- BACKGROUND AND OBJECTIVES

The objective of this Agreement is to provide Historic Preservation Fund (HPF) assistance to Grantee to assist in carrying out their historic preservation programs and activities.

#### ARTICLE II - AUTHORITY

Upon signature of both parties below, the Ohio History Connection obligates with this Grant Agreement the sum of \$20,000 appropriated in federal fiscal year 2021 grant-in-aid funds pursuant to: The National Historic Preservation Act, as amended (54 USC 302301, 302901, and 303101; CFDA 15.904). Grantee warrants that it has the legal authority to accept the federal grant and to finance and complete the scope of work for the funded project within the period of performance.

#### ARTICLE III- STATEMENT OF WORK, DELIVERABLES, SCHEDULE

##### A. Scope of Work

This project is to develop and submit an update to the boundary and period of significance for the Hudson Historic District in Hudson. The scope of work for this project includes the following steps:

The Grantee will:

- Hire a historic preservation consultant, through a documented bid or RFP process, who meets applicable 36 CFR 61 professional qualifications, to research and write the nomination.
- Carry out project in accordance with National Register submission and review procedures established by SHPO's Inventory & Registration Department.
- Submit to SHPO a progress and financial report on project work-to-date as of the end of the Federal Fiscal Year 2021, September 30, 2021.
- Ensure the nomination is ready to be reviewed and heard at the June 2022 meeting of the Ohio Historic Site Preservation Advisory Board (OHSPAB).
- Submit final reports, invoice and documentation to SHPO at the conclusion of project work.

B. Deliverables

National Register listing amendment to the Hudson Historic District including recommendation for approval by the Ohio Historic Site Preservation Advisory Board.

Grantee warrants that the project will be completed in compliance with the Secretary of the Interior's Standards for Registration.

C. Schedule:

After execution of this grant agreement, Grantee will resubmit an updated project schedule per the guidelines from the original grant application and using a start date of July 1, 2021. The schedule will indicate any tasks completed to date and show completion of project work not later than September 30, 2022. The schedule should allow three weeks for responses to any requests for proposals and allow 2-3 weeks for review of grant documents and draft products by the State Historical Preservation Office.

ARTICLE IV- KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

For the Ohio History Connection:

Adam W Eltrich  
State Historic Preservation Office  
Ohio History Connection  
800 E. 17<sup>th</sup> Ave.  
Columbus Ohio 43211-2474  
[aeltrich@ohiohistory.org](mailto:aeltrich@ohiohistory.org)

For the Grantee:

Nick Sugar  
City of Hudson  
Senior Planner  
1140 Terex Rd.  
Hudson, OH 44236  
[nsugar@hudson.oh.us](mailto:nsugar@hudson.oh.us)



#### ARTICLE V- AWARD AND PAYMENT

- A. Ohio History Connection will provide funding to the Grantee for the Scope of Work described in Article III and in accordance with the Ohio History Connection approved budget in Attachment A.
- B. Grantee shall request payment in accordance with the following instructions. Payment will be made on a reimbursement basis for expenses documented with invoices, proof of payment and adequate documentation of completed work.
- C. One partial payment may be made provided that all applicable project conditions are met and financial documentation is submitted and accepted. Otherwise, the grant will be paid upon completion of the project and satisfaction of project conditions.
- D. Requests for payment are to be submitted using the invoice form provided by Ohio History Connection. The obligation of the Ohio History Connection to pay the grant shall be contingent upon receipt of the grant funds by the Ohio History Connection from the National Park Service and may be subject to reduction or cancellation by the Federal government.
- E. Allowable and Eligible Costs. Expenses charged against awards under the Agreement may not be incurred prior to the period of performance and may be incurred only as necessary to carry out the approved objectives and scope of work as outlined in the budget included in Attachment A. The Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance.
- F. Travel Costs. Travel costs charged against this Agreement must be included in the budget in Attachment A and considered reasonable and may not exceed charges allowed under the Ohio History Connection's Travel and Entertainment Policy and Procedures or by the Grantee in its regular operations as the result of the Grantee's written travel policy, whichever is more restrictive.
- G. Indirect Costs. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget in Attachment A.
- H. The Grantee must have a Federally-approved indirect cost rate(s) for the term of the Agreement in order to charge indirect costs against the award.

#### ARTICLE VI- PRIOR APPROVAL

The Grantee shall obtain prior written approval from Ohio History Connection for budget, scope, or schedule revisions, in accordance with 2CFR 200.308.

#### ARTICLE VII- INSURANCE AND LIABILITY

- A. Insurance. The grantee shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources sufficient to cover claims brought by third parties for death,

bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.

- B. Insured. The federal government and the Ohio History Connection shall be named as additional insured under the grantee's insurance policy.

#### ARTICLE VIII- REPORTS AND/OR DELIVERABLES

- A. Progress toward the completion of the project will be tracked and reported by submission of the following reports:
  - 1. End of Year Report - Due October 31, 2021 (covering grant period project start through September 30, 2021). An acceptable End-of-Year Report, used to document financial obligations and outlays in the project to date, is to be submitted using the format provided by the Ohio History Connection.
  - 2. Final Project Report - Due within 45 days of the completion of the grant project. An acceptable Final Project Report, is to accompany submission of final products or report on the completion of a development project. The report must provide the project and financial documentation requested in the format provided by the Ohio History Connection.
- B. Authorized representatives of the Ohio History Connection, the Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to this Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333, which is generally three years following issuance of the final grant payment.

#### ARTICLE IX- MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the Ohio History Connection. Additional conditions may be imposed by Ohio History Connection if it is determined that the Grantee is non-compliant with the terms and conditions of this agreement. Remedies for noncompliance may include reduction or cancellation of the grant award.
- B. This project may be terminated in whole or in part as follows:
  - 1. By the Ohio History Connection if the Grantee fails to comply with the terms and conditions herein;
  - 2. By the Ohio History Connection for any other cause;
  - 3. By the Ohio History Connection with the consent of the Grantee, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or



4. By the Grantee upon sending to the Ohio History Connection written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Ohio History Connection determines in the case of partial termination that the reduced or modified portion of the grant award will not accomplish the purposes for which the award was made, the Ohio History Connection may terminate the grant award in its entirety.

## ARTICLE X- GENERAL AND SPECIAL PROVISIONS

### A. General Provisions

1. 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>):
  - a. Administrative Requirements: 2 CFR, Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
  - b. Determination of Allowable Costs: 2 CFR, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E
  - c. Audit Requirements: 2 CFR, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart.
  - d. Code of Federal Regulations/Regulatory Requirements: 43 CFR 43, "Government wide Requirements for a Drug-Free Workplace"
  - e. CFR Part 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Governmentwide Debarment and Suspension (Non Procurement)
  - f. 43 CFR 18, "New Restrictions on Lobbying"
  - g. 2 CFR Part 175, "Trafficking Victims Protection Act of 2000"
  - h. FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions
2. Buy American Act. Pursuant to Section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Grantee agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
4. **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 violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. P, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. Ohio History Connection is committed to the objectives of this policy and encourages all grantees to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CPR 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CPR 12.76 for State and Local Governments.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the Ohio History Connection and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Grantee is not an agent or representative of the Ohio History Connection, nor will the Grantee represent its self as such to third parties. Ohio History Connection employees are not agents of the Grantee and will not act on behalf of the Grantee.



9. Non-Exclusive Agreement. This Agreement in no way restricts the Grantee or Ohio History Connection from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. 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.
11. 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.
12. 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.
13. No Employment Relationship. This Agreement is not intended to and shall not be construed to create an employment relationship between NPS or Ohio History Connection and Grantee or its representatives.
14. No Third-Party Rights. This Agreement creates enforceable obligations between only Ohio History Connection and Grantee. 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.

B. Special Provisions

1. Public Information and Endorsements.
  - a. Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Ohio History Connection, governmental, departmental, bureau, or government employee endorsement of a business, product, service, or position which the Grantee represents. No release of information relating to this award may state or imply that the Government or Ohio History Connection approves of the Grantee's work products, or considers the Grantee's work product to be superior to other products or services.



- b. All information submitted for publication or other public releases of information regarding this project shall carry the logo provided by the Ohio History Connection and the following acknowledgement.

This project was made possible in part by a grant from the National Park Service, U.S. Department of the Interior administered by the State Historic Preservation Office of the Ohio History Connection. Department of the Interior regulations prohibit unlawful discrimination in departmental federally assisted programs on the basis of race, color, national origin, age or disability. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, U.S. Department of the Interior, National Park Service, 1849 C. Street, N.W. Washington, D.C. 20240.

2. Rights in Data. The Grantee 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 Grantee, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
3. Audit Requirements.
  - a. Grantees 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 Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F.
  - b. Non-Federal entities that expend less than \$750,000 during 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, General Accounting Office (GAO) and the Ohio History Connection.
4. Procurement Procedures. It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
  - a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
  - b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.



- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
  - d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
  - e. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
  - f. All procurement transactions, without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. The Grantee shall use its own procurement procedures that reflect applicable State and local laws and regulations. The Ohio History Connection shall review all Requests for Proposals, Invitations to Bid, and/or price quotation documents prior to issuance to insure that the scope of work meets applicable Secretary of the Interior's Standards. In addition to maintaining acceptable financial records, the Grantee shall maintain records sufficient to detail the history of any procurement and award.
5. Subcontracts. The Grantee may subcontract for the performance of the services and activities herein prescribed. The Grantee should not execute any subcontract until this Grant Agreement, against which costs will be charged, has been executed between the Grantee and the Ohio History Connection. Any agreement prepared by the Grantee shall be submitted to Ohio History Connection for review and approval prior to execution. Grantee agrees that subcontracts will not be altered without written approval from Ohio History Connection. The execution of subcontracts shall not alter or modify the obligations of the Grantee hereunder.

The Grantee shall not enter into any subcontract wherein the consideration for work or material there under is based upon the "cost-plus-a-percentage-of-cost" or "cost-plus" method. A copy of each executed subcontract entered into for project work shall be forwarded to Ohio History Connection upon execution of the subcontract.

6. Consultant Services. The use of individual consultant services as part of the grant project, funded either by the Federal 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. 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 federal funds, or when such services are contributed as matching share. This rate shall not exceed the maximum daily rate of compensation in the Federal Civil Service equal to 120 percent of a GS-15, step 10 salary. Written agreements between the parties shall be executed detailing the responsibilities, standards, and fees. The services of a consultant shall be procured per Section 13 and shall be subject to the provisions of section 14 governing subcontracts.



7. Professional Qualifications of Principal Project Personnel. Principal project personnel must meet appropriate professional qualification standards as published in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, 48 CFR 44716, incorporated herein, by reference. Principal project personnel may be CLG staff or a hired consultant or contractor. A copy of personnel's qualifications shall be provided to Ohio History Connection upon execution of the Grant Agreement or with the contract if a consultant is being hired.
8. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. Executive Order 13513 introduces a Federal Government-wide prohibition on the use of text messaging while driving on business. Grantees are encouraged to adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles or while driving privately owned vehicles on business performed under this agreement.
9. Trafficking in Persons. This award is pursuant to paragraph (g) of Section 106 of the Trafficking victims Protection Act of 2000, as amended. As a recipient of Federal funds, Grantee and its employees may not engage in sever forms of trafficking in persons, procure a commercial sex act or use forced labor in the performance of work during the grant period. Violation of this prohibition may result in unilateral termination of the grant award.
10. Whistleblower Rights. This Agreement and employees working on this grant project will be subject to whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L.112-239) and FAR 3.908.

The Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition regulation.

The Grantee shall insert the substance of this clause, including this paragraph in all subcontracts over the simplified acquisition threshold. 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

ARTICLE XI- ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement:

Attachment A: Project Budget

Attachment B: SF424 Assurances (Construction or Non-construction as appropriate)

ARTICLE XII- SIGNATURES

In witness whereof, the parties hereto have executed this Agreement on the dates below.

City of Hudson:

Ohio History Connection:

By: \_\_\_\_\_  
Greg Hannan, Community Development Director

By: \_\_\_\_\_  
Jeffrey K. Ward, Chief Financial Officer

Date: \_\_\_\_\_

Date: 6-28-21



ATTACHMENT A: BUDGET

Budget	Grant	Match	Total
Personnel - Paid (Consultant)	\$20,000	\$0	\$20,000
Total	\$20,000	\$0	\$20,000

Sources of Match

No Match	
Total	\$0