

**STATE OF NEW JERSEY
GRANT AGREEMENT PROVISIONS BETWEEN
THE NEW JERSEY HISTORIC TRUST
AND**

«General Mailing List Organization»
(Grantee)

«Year».«Type»«Order»
(Grant Number)

GENERAL TERMS AND CONDITIONS	1
I. GRANT AWARD DATA AND SIGNATURES	2
II. COMPLIANCE WITH EXISTING LAWS AND POLICIES	3
III. INSURANCE	3
IV. INDEMNIFICATION	4
V. ASSIGNMENTS AND SUBCONTRACTS	4
VI. AVAILABILITY OF FUNDS	5
VII. METHOD OF PAYMENT	5
VIII. FINANCIAL MANAGEMENT SYSTEM	5
IX. FINANCIAL AND PERFORMANCE REPORTING	6
X. MONITORING OF PROGRAM PERFORMANCE	6
XI. AUDIT REQUIREMENTS	7
XII. PROJECT REVISION AND MODIFICATION	8
XIII. GRANT CLOSEOUT PROCEDURES	9
XIV. TERMINATION AND SUSPENSION AND EXPIRATION	9
XV. ACCESS TO RECORDS	10
XVI. RECORD RETENTION	10
XVII. AUTHORIZATIONS AND APPROVALS	11
XVIII. INTEREST ON DISALLOWED COSTS AND UNEXPENDED FUNDS	11
XIX. GOVERNING LAW	11
XX. NONDISCRIMINATION AND AFFIRMATIVE ACTION	11
XXI. NOTICE OF SET-OFF FOR STATE TAX	12
XXII. MISCELLANEOUS PROVISIONS	13

ATTACHMENTS

- A. ADDITIONAL GRANT PROVISIONS
- B. APPROVED PROJECT BUDGET
- C-1 REQUEST FOR INITIAL PAYMENT
- C-2 REQUEST FOR FINAL PAYMENT
- D-1. SCOPE OF WORK
- D-2. SPECIAL REQUIREMENTS
- E. GOVERNING BODY/BOARD RESOLUTION
- F. SUBCONTRACTOR CERTIFICATION
- G. STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM

BIBLIOGRAPHY

Project Name: «Project_Name»
Project Number: «Year».«Type»«Order»

**STATE OF NEW JERSEY
NEW JERSEY HISTORIC TRUST**

GENERAL TERMS AND CONDITIONS

I. Grant Award Data and Signatures

GRANTEE

Organization Name: «General_Mailing_List_Organization»
Address: «Address1»
«Address2»
«City», «Actual_Applicants_State» «Zip»

Chief Financial Officer: «CFO»

Tax I.D. #: «ID»

NJHT PROJECT NUMBER: «Year».«Type»«Order»

GRANTING ORGANIZATION

Department, Division Name: New Jersey Historic Trust
Department of Community Affairs
P.O. Box 457
Trenton, New Jersey 08625-0457

GRANT AMOUNT

Total Grant Amount: «Evaluator_Award»

MATCHING FUNDS

Matching share provided by Grantee: «Matching_Fund»

If Federal funds are used as matching dollars, give CFDA Account #: «CFDA»

The effective date of the Grant is the date the document is countersigned by the Trust.

TIME FRAME

Work Period Commencement Date:	Work Period Expiration Date:
«WP_Commence»	«WP_Expiration»
Agreement Commencement Date:	Agreement Expiration Date:
«AP_Commence»	«AP_Expiration»

SCOPE OF WORK FUNDED BY GRANT:

The «Scope».

Project Name: «Project_Name»
Project Number: «Year».«Type»«Order»

PROJECT PROPERTY LOCATION

Common name of property: «Property_Name»

Street Address: «Property_Address»

City: «Property_City» State: New Jersey Zip: «Property_Zip»

PURPOSE: Grant Program to be funded: Garden State Historic Preservation Trust Fund administered by the New Jersey Historic Trust

Statutory Authority of the Grant Program: N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 15:34.

PROGRAM SPECIFICATIONS

Grantee hereby agrees to perform the work described in the specifications attached hereto as Attachments D-1 and D-2 Scope of Work/Special Requirements, in the manner and upon the terms therein specified. Attachments D-1 and D-2, and all other Attachments are hereby fully incorporated and made a part of this grant in all particulars.

SIGNATURES

APPROVED BY NEW JERSEY HISTORIC TRUST:

By: _____
Signature
Dorothy P. Guzzo

Title: Executive Director, NJHT

Date: _____

By: _____
Signature

Title: DCA Grant Officer

Date: _____

ACCEPTED AND AGREED (Grantee/Organization):

By: _____
signature
«GA auth sig»

Title: _____

Date: _____

CERTIFIED BY (Grantee/Organization's Government Clerk, Board Secretary, or Notary Public):

By: _____
signature

Print Name: _____

Title: _____

Date: _____

GENERAL TERMS AND CONDITIONS

II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the New Jersey Historic Trust, hereafter "The Trust", to award this grant agreement, agrees in the performance of this grant agreement to comply with all federal, state, and municipal laws, rules, regulations and written policies generally applicable to the activities in which Grantee is engaged in the performance of this grant agreement, regardless by whom specific activities are performed. Failure to comply with these laws, rules, regulations or policies is grounds for termination of this agreement. Laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey State Contracts Law, N.J.S.A. 52:32-1 et seq. is made part of this Agreement; and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., are made a part of this Agreement for grantees who are government agencies.
- B. The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5.31 et seq., and N.J.A.C. 17:27-1.1 et seq., are made part of this grant agreement. In addition-the Grantee agrees to comply with the requirements of Section XX, "Nondiscrimination and Affirmative Action," of this grant agreement.
- C. The New Jersey Charitable Registration and Investigation Act, N.J.S.A 45:17A-18 et seq. is made part of this grant agreement. Fundraising activities performed by nonprofit organizations or their consultants are subject to the provisions of this Act. Grantees other than government agencies must be either registered with the New Jersey Attorney General as a charitable organization or in receipt of an exemption letter from the New Jersey Department of Law and Public Safety, Division of Consumer Affairs.
- D. The following documents issued by the United States and the State of New Jersey are incorporated by reference as standards and procedures used by the Trust with respect to this grant and the work funded by the Trust more particularly described in Attachment D-1 and made part of this agreement:
 - OMB Circulars A-21, A-87, and A-122 (Cost Principles: Educational Institutions; State and Local Governments; Non-Profit Organizations, respectively)
 - OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively)
 - OMB Circulars A-128 and A-133 (Audits: State and Local Governments; Institutions and Other Non-Profit Institutions, respectively)
 - 40 CFR 31 (Common Rule)
 - Directory of Generally Applicable Requirements and Administrative Management Standards for Federal Assistance
 - Historic Preservation Grant Program Rules: N.J.A.C. 15:34
 - Standards for the Treatment of Historic Properties
 - New Jersey Register of Historic Places Act: N.J.S.A. 13:1B-15.128 et seq.

III. Insurance

The Grantee must maintain in force for the term of this Grant Agreement the following minimum types and levels of coverage. These coverages are to be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Trust. Unless current documentation is already on file with the Trust, the Grantee must submit certificates of insurance and/or documentation of self-insurance to the Trust. No payments may be made under this grant agreement until acceptable documentation of insurance coverage is received. Each certificate must certify that coverage is not to be canceled for any reason except after 30 days written notice to the Trust. Each certificate shall also name the New Jersey Historic Trust and Trust employees, as well as the State of New Jersey and State employees, as additional insured to the fullest possible extent of the coverage. The minimum required coverages are:

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which must not be circumscribed by any endorsements limiting the breadth of the coverage. The policy must include an endorsement for contractual liability and must include the State of New Jersey as an additional insured. The policy must also include an endorsement for products liability. Limits of liability must not be less than \$500,000 per person and \$1 million per occurrence for personal injury liability and \$250,000 per occurrence for property damage liability.
2. Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$500,000 per person and \$1 million per occurrence for property damage liability.
3. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability insurance with a limit of not less than \$100,000.

IV. Indemnification

The Grantee is to keep, save, and hold the New Jersey Historic Trust and the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with this grant which results from any acts or omissions, including negligence or malpractice, of any of Grantee's officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's liability under this agreement continues after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

V. Assignments and Subcontracts

- A. All contractors, consultants and subconsultants who perform work under the provisions of this proposal are subcontractors to the Grantee. As a condition of the Trust's approval of a subcontractor and prior to any payments by the Trust for subcontracted work, the Grantee must secure from the subcontractor and submit to the Trust an executed copy of the "subcontractor certification," Attachment F. Subcontractor certification is not required for work funded by this grant which was contracted prior to the execution of this contract.
- B. All subcontractors must be approved in advance by the Trust to ensure that they are acceptable and qualified. No portion of the scope of work funded by this grant will be subcontracted out without the prior written consent of the Trust.
 1. Advance approval is intended to ensure that subcontractors are qualified and will be able to complete the work in the time permitted and for the amount budgeted.
 2. Advance approval must be secured before contracts with subcontractors are executed and before all competing proposals by subcontractors are rejected. The Trust may require Grantee to prequalify subcontractors. If so, the Grantee must solicit statements of qualifications from all interested subcontractors by issuing a Request for Qualifications (RFQ) and/or Request for Proposals (RFP) that have been approved in advance by the Trust. Specific standards for subcontractor qualifications are set forth in Attachment D-1 of this grant agreement.
 3. Grantee must submit qualifications of subcontractors (e.g. resumes, references, examples of previous work on historic properties).
 4. The Trust will provide written notification if any subcontractors is not acceptable.
- C. A written contract is required for all subcontractors performing grant-assisted work.

- D. The Grantee must be responsible for compliance by all subcontractors with the terms, conditions and requirements of this grant agreement.
- E. The Grantee must be responsible for any claims arising out of any subcontract and, as a condition of any subcontract, the subcontractor must hold the State harmless from any claims by the subcontractor or third parties which may arise under this grant agreement.

VI. Availability of Funds

- A. The parties agree that continuation of funding under this grant agreement is expressly dependent upon availability to the Trust of funds appropriated by the State Legislature under the terms of the Garden State Open Space Trust Act (P.L. 1999, c.152). The Trust cannot be held liable for any breach of this agreement because of the absence of funds.
- B. The parties understand that this grant is fully or partly funded as designated in Attachment A, Section X of this grant agreement.

VII. Method of Payment

- A. Disbursement under this agreement will be made in two payments.
 - 1. The Trust will pay the Grantee 80 (eighty) percent of the grant upon acceptance of a completed request for advance (Attachment C-1). To receive payment, Grantee must certify and execute a State of New Jersey payment voucher.
 - 2. The Trust will pay the Grantee a final payment up to or equal to the amount of the grant balance subsequent to submission by the Grantee of a complete financial and performance report, including all invoices, bills and other documents necessary to justify expenditure of the grant. To receive payment, Grantee must certify and execute a request for reimbursement form and a State of New Jersey payment voucher.
 - 3. The final payment will be withheld pending receipt of the required final reports described in Section XIII of the contract, Grant Closeout Procedures.
- B. The Trust may withhold payment of any costs disallowed by the Trust as improperly incurred under the terms, conditions and/or scope of work of this agreement.
- C. The Grantee will remit to the Trust any unexpended funds or disallowed costs at the end of the grant period.

VIII. Financial Management System

- A. The Grantee's Chief Financial Officer, as designated in Section I of this contract, is responsible for maintaining an adequate financial management system. The Chief Financial Officer must notify the Trust when the Grantee cannot comply with the requirements established in this section.
- B. Grantee financial management system must provide for:
 - 1. Accurate, current, and complete disclosure of the financial results of each contract.
 - 2. Records that adequately identify the source and application of funds for Trust-supported activities. These records must contain information pertaining to the disposition of all Trust assistance received for the project, as well as any other grants, contributions, gifts or donations for the project.
 - 3. Effective internal and accounting controls over all funds, property, and other assets. The Grantee must safeguard all assets and assure that they are used solely for authorized purposes.

4. Submission of periodic financial reports detailing authorized expenditures to date and supported by appropriate documentation if requested by the Trust.
 5. Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 and A-110, 40 CFR 31 (common rule), whichever would be applicable under federal law.
- C. If required by Attachment A, the Trust may require the submission of a statement of adequacy of the Accounting System.
- D. The Trust may review the adequacy of the financial management system of any applicant for financial assistance as part of its pre-award review or at any time subsequent to any award to the applicant. If the Trust determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional and/or interim information to monitor the contract may be required by the Trust upon written notice to the Grantee and until the system meets with Trust approval.

IX. Financial and Performance Reporting

- A. The agreement budget is the approved financial plan to carry out the purpose of the contract, as contained in Attachment B. The budget is to be itemized to disclose specifically the tasks and/or program activities to be funded.
- B. The Grantee must submit interim expenditure reports comparing actual expenditures with the approved budget within 30 days of receipt of a written request by the Trust. These reports must be submitted on a periodic basis as determined by the Trust and must be certified by the Grantee's Chief Financial Officer.
- C. The Grantee must submit performance reports—on an interim basis within 30 days of receipt of a written request by the Trust. Performance reports are to present information for each program function or activity involved.
- D. The Grantee must submit a Final Report on the overall performance of the project, as prescribed in Attachment A, section V.
- E. Extensions of reporting due dates may be granted upon written request to the Trust.
- F. If reports are not submitted as required, the Trust may, at its discretion, suspend, withhold final payment and/or terminate the grant. The Grantee shall refund all unexpended grant funds under this grant agreement.
- G. If the Grantee has a history of unsatisfactory performance and/or the Grantee does not submit satisfactory reports, the Trust may require additional and more detailed reports from the Grantee.

X. Monitoring of Program Performance

- A. The Grantee must monitor continuously the performance under this agreement to assure that time schedules are being met, projected work by time periods is being accomplished, and other performance goals are being achieved as applicable and as defined in Scope of Work, Attachment D-1.
- B. The Grantee must inform the Trust as soon as possible but within at least 30 days of:
1. Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established time periods. Each disclosure is to be accompanied by a statement of the action taken, or contemplated, and any Trust assistance needed to resolve the situation.

- C. The Trust may, at its discretion, make site visits to:
 - 1. Review project accomplishments.
 - 2. Audit the grant during implementation of the agreement.
 - 3. Provide such technical assistance as may be required.
 - 4. Gather or request Grantee to supply information or documentation on the project for public information purposes.
- D. Project meeting minutes are to be prepared by the architect or other consultant and distributed to the Trust within ten working days of a meeting.
 - 1. The Grantee must inform the Trust in advance of all meetings.
 - 2. Trust staff may attend any meeting relevant to the defined scope of work. The Grantee is to be given advance notice if the Trust chooses to attend any such meeting.
 - 3. Meetings with the project team and Grantee may also be scheduled by the Trust as necessary.
- E. If the Grantee is not performing satisfactorily, the Trust may require remedial measures deemed necessary to fulfill the program requirements of the agreement, including requiring the Grantee to obtain additional Trust approvals before proceeding, and/or requiring the Grantee to obtain outside technical or managerial assistance.

XI. Audit Requirements

- A. This agreement is, at the discretion of the Trust, subject to audit by the Trust to monitor performance during implementation of the Agreement and subject to a follow-up compliance audit which may build upon the 'single audit' or other audit which may be required under this Agreement.
- B. Any agreement may be audited at the discretion of the Trust within three years of the grant's expiration. Any such audit must be made in accordance with generally accepted auditing standards including federal General Accounting Office Standards for Audit for Government Organizations, Programs and Functions.
- C. To substantiate project-funding draw-downs, financial records including all documents to support entries on records must be kept and made available for audit. Projects will be audited for the following:
 - 1. To determine whether the management controls exercised by the grantee through its management, procurement, and property control system are adequate to provide assurance that cost claims are reasonable, allowable and allocable to the sponsored project under the grant terms and conditions, state procurement regulations and Garden State Historic Preservation Trust Fund rules and regulations.
 - 2. To review operations and report any non-compliance with applicable grant conditions, state procurement regulations or Garden State Historic Preservation Trust Fund rules and regulations; to provide recommendations based upon the review to bring the matter into compliance.
 - 3. To determine whether the costs claimed under the Garden State Historic Preservation Trust Fund rules and regulations are allowable and allocable to the sponsored projects.
- D. Where an audit under this agreement indicates any non-compliance by the grantee with the material terms and conditions of this grant agreement, the grantee must take immediate corrective action as required under this agreement Section XII (Project Revision and

Project Name: «Project_Name»
Project Number: «Year».«Type»«Order»

Modification), Section XIV (Termination and Suspension), or as otherwise required by the Trust. As a result of an audit, recommendations must be made as to whether any cost incurred by the grantee are to be disallowed as beyond the scope or the purpose of this agreement, excessive or otherwise impermissible. The Trust retains the right to recover any disallowed expenditures and the grantee must return to the Trust any disallowed expenditures no later than thirty days from the date of any request by the Trust.

- E. Any adjustment to the final payment from the project will be based upon the findings of an audit performed.
- F. Copies of all audit reports involving this agreement must be sent to the New Jersey Department of Community Affairs, Division of Administration and the Trust.

XII. Project Revision and Modification

- A. The Grantee must make application to the Trust for approval of all proposed major changes to the funded work's scope, schedule or budget.
 - 1. Major changes are defined as:
 - a. Any change which alters the scope of the funded project as described in Attachment D-1, Section II, constitutes a major change.
 - b. Any change which delays the work schedule specified in the grant agreement, Attachment D-1, Section III, *by more than ninety days* constitutes a major change.
 - 2. The Grantee must submit a completed Application for Major Change at least twenty working days prior to the proposed change. Unapproved changes could result in the cancellation of the entire Trust grant allocation for the project.
- B. The Trust may request changes in the scope of work to be performed by the Grantee. Such changes, including any increase or decrease in the amount of the project budget, which are mutually agreed upon between the Trust and the Grantee, must be incorporated in formal written amendments to this agreement.
- C. The Trust may reduce the grant budget and the scope of work of this agreement if:
 - 1. The Trust notifies the Grantee that the Grantee is making program expenditures and/or progress at a rate which, in the judgment of the Trust, will result in substantial failure to expend the grant amount or fulfill the purposes of the grant; and
 - 2. After consultation, the Grantee is unable to develop to the satisfaction of the Trust a plan to rectify its low level of program expenditures or progress; and
 - 3. The Trust, upon thirty days notice to the Grantee, reduces the grant amount so that the revised grant amount fairly projects program expenditures and progress over the agreement period. This reduction must take into account the Grantee's fixed costs.

XIII. Grant Closeout Procedures

The closeout of a grant is the process by which the Trust determines that all applicable administrative actions and all work required under the grant agreement has been completed by the Grantee. This process includes the following:

1. The Grantee will submit a final report as provided in Attachment A, Section V using the form included in Attachment C-2. The Trust may permit extensions when requested in writing by the Grantee.
2. The Trust retains the right to request any additional information necessary to close out the grant agreement.
3. The Trust may require that an audit of the project be undertaken by an independent certified accountant. In that event, the cost of the audit shall be borne by the Grantee.

XIV. Termination, Suspension and Expiration

A. The following definitions apply for the purposes of this Section:

1. **Termination** - The termination of this grant agreement means the cancellation of assistance under an agreement at any time prior to the date of completion. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the Trust to stop for good cause.

If the Grantee fails to submit financial and narrative reports as requested by the Trust, the Trust may terminate the grant.

2. **Suspension** - The suspension of this grant agreement means a temporary cessation of Trust support or assistance pending corrective action by Grantee or pending a decision to terminate the agreement by the Trust. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the Trust to stop for good cause.
3. **Expiration Date** - The expiration date of this agreement, absent a formal written amendment to this agreement executed by both parties, is the date on which the term of this agreement automatically ends. The expiration date of this agreement shall be the *first* anniversary of the date the work period ends, as specified in Section I (General Terms and Conditions).

All requests for reimbursable work must be submitted by the agreement expiration date. Only work items identified in Attachment D-1 and contracted for prior to the date the work period ends will be eligible for reimbursement.

- B. When the Grantee fails to comply with the stipulations or conditions contained in this agreement, the Trust may upon notice to the Grantee, suspend the grant agreement and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or The Trust may allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that they meet the provisions of federal OMB Circulars A-102 and A-110, 40 CFR 31 (common rule), whichever would be applicable under federal law.
- C. When the Grantee fails to comply with stipulations or conditions contained in this agreement, the Trust may terminate the grant. The Trust must promptly notify the Grantee, in writing, of the determination with reasons for the termination. Termination becomes effective 30 days after the grantee is notified of termination except when the grantee comes into compliance with all stipulations and conditions of this agreement by the end of the 30th day. If termination is effected by the Trust, an equitable adjustment in the price and payments provided for by this agreement will be made, to reflect payments made to the Grantee prior to the termination; costs reasonably incurred by the Grantee for commitments made prior to the termination which were not made in anticipation of termination and cannot be cancelled; and any costs to the Trust resulting from default by the Grantee. The Grantee shall submit any claims along with supporting documents for reimbursement for work contracted under the grant agreement within 120 days after the effective date of termination.

Project Name: «Project_Name»
Project Number: «Year».«Type»«Order»

- D. The Trust and the Grantee may terminate the grant agreement 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. The two parties will agree upon the termination conditions including the effective date and in case of partial terminations, the portion to be terminated. The Grantee must not incur new obligations for the terminated portions after the effective date, and must cancel as many outstanding obligations as possible.
- E. The Grant Closeout Procedures in Section XIII of this agreement apply in all cases of termination of the grant.
- F. If this grant agreement is terminated, the Trust may make the grantee ineligible for future assistance.
- G. The Grantee shall refund the Trust for the full unexpended amount of the grant within 30 days after the effective date of termination.

XV. Access to Records

- A. The Grantee agrees to make available to the Trust, or any federal agency whose funds are expended in the course of this agreement, or any of their duly authorized representatives, pertinent accounting records, books, documents, papers as may be necessary to monitor and audit Grantee operations.
- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Trust's responsibilities, as a general rule provide for prior notice when reasonable and practical; however, the Trust retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Trust reserves the right to have access to records of any subcontractor and requires the Grantee to provide the Trust access to such records in any contract with the subcontractor.
- D. The Trust reserves the right to have access to all work papers produced in connection with audits made by the Grantee or by independent Certified Public Accountants or licensed public accountants hired by the Grantee to perform such audits.

XVI. Record Retention

- A. Financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to the agreement must be retained for a period of three years from the expiration of the grant with the following qualification: if any litigation, claim, or audit is started before the expiration of the 3-year period, the records are to be retained until all litigation, claims, or audit findings involving the records have been resolved, or three years from grant expiration, whichever is later.
- B. The retention period starts from the date of submission of the final expenditure and performance report.
- C. The Trust may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continually needed for joint use.

XVII. Authorizations and Approvals

- A. Unless specifically stated otherwise, wherever this agreement requires the written approval or authorization of the Trust, that approval or authorization must be given in writing by the New Jersey Historic Trust Chairman or Executive Director or Program Officer assigned to the grant.
- B. If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement, a copy of an ordinance or resolution duly enacted by the governing body of that municipality or county and authorizing this grant. If the Grantee is a corporation, the Grantee must submit with this grant a corporate resolution authorizing this agreement. The Trust cannot make any payments until such ordinance or resolution is received.
- C. If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment, obtain a Certificate of Authority to do business in New Jersey from the Secretary of State and file a copy of that certificate with the Trust's Contract Officer for this grant agreement.
- D. If the Grantee is neither a government agency nor a corporation, and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee, by executing this grant, irrevocably appoints the Attorney General of the State of New Jersey, to receive process in any civil action which may arise out of this grant. Within ten days of receipt of any such process, the Secretary shall transmit it by certified mail to the Grantee.

XVIII. Interest on Disallowed Costs and Unexpended Funds

Where the Grantee has used grant funds to pay for costs which are subsequently disallowed by the Trust, or does not expend grant funds by the date the work period ends, the Grantee must return the funds to the Trust no later than 30 days from request. Where the Grantee fails to return the funds and/or appeals the disallowed costs, an interest charge as indicated in Attachment A shall be charged on the funds beginning 30 days from the date the Grantee was notified of the debt. If the Grantee is successful on final appeal, the accrued interest will be canceled.

XIX. Governing Law

All questions and claims between the Grantee and the Trust arising out of this grant agreement must be submitted to the Trust and resolved by the Trust according to the laws of the State of New Jersey governing this grant agreement.

XX. Nondiscrimination and Affirmative Action

During the performance of this contract, the Grantee agrees as follows:

- A. The Grantee, and its subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Grantee will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- B. The Grantee and its subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment without regards to age, race, creed, color, national origin, ancestry, marital status or sex;

- C. The Grantee and its subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- D. The Grantee and its subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

E. IN ADDITION, AS TO THE PROCUREMENT OF GOODS, SERVICES AND PROFESSIONAL SERVICES:

1. The Grantee and its subcontractor agree to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time.
2. The Grantee and its subcontractor agree to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, they do not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that each of them will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
3. The Grantee and its subcontractor agree to revise any of their testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
4. The Grantee and its subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

XXI. Notice of Set-Off For State Tax

Be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c.52:32-32 et seq.) to the taxpayer shall be stayed.

Project Name: «Project_Name»
Project Number: «Year».«Type»«Order»

XXII. Miscellaneous Provisions

A. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement and that it will faithfully perform the work and abide by the terms, conditions, schedules, and other requirements of this agreement.

B. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication the relationship of agency between the State and the Grantee or its subcontractors.

C. Waiver of Breach: The Waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.

D. Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any other term or provision shall in any way be affected by such holding.

**A GRANT AGREEMENT BETWEEN
STATE OF NEW JERSEY
NEW JERSEY HISTORIC TRUST
AND**

«General Mailing List Organization»
(Grantee)

«Year».«Type»«Order»
(Grant Number)

ADDITIONAL GRANT PROVISIONS

Attachment A provides additional grant provisions and conditions between the State of New Jersey, New Jersey Historic Trust and «General Mailing List Organization» as detailed below.

I. Certification of Adequacy of Accounting System (See Section VIII of this grant agreement)

A. A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in Section VIII, Financial Management System (and Attachment G) of this grant:

- Must be completed (Attachment G)
 Is not required

B. Financial Reports are to be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on:

- A Cash Basis
 An Accrual Basis
 Modified Accrual Basis
 Other (Specify)

II. Project Revision and Modification (See Section XII of this grant agreement)

All **requests for approval of** project revisions and modifications must be submitted, in writing, to the Executive Director hereby designated by the Trust as Grant Officer.

III. Method of Payment (See Section VII of this grant agreement)

A. Advanced Payment (if justified and itemized in an Attachment D-1, 80% of grant award)

- Authorized for «HSM_80»
 Not applicable

B. Final Payment (up to 20% of grant award)

- Must be withheld pending acceptance of final report
 Not applicable

NOTE: *No advance or final payments can be made without signed New Jersey State Vouchers.* No final payment can be made unless a Final Expenditure and Performance Report is submitted with appropriate justification, receipts, etc. and Performance Reports, if required, are up to date.

IV. Financial and Performance Reporting (See Section IX of this grant agreement)

- A. If required by the Trust, Performance/Expenditure Reports are to be submitted on a schedule specified to by the Trust. These reports, certified by the Chief Financial Officer, are to be submitted no later than **15** days immediately following the end of the scheduled reporting period.
- B. Performance Reports shall be submitted on a quarterly basis, no later than **15** days after the end of each reporting period as specified in Attachment D.1.
- C. A final Performance and Expenditure report are to be submitted by the Grantee no later than **30** days after the completion of all work under this grant agreement, the Expiration Date of this grant agreement or the termination of this grant agreement, whichever is sooner.

NOTE: Final payment will be withheld until all reports acceptable to the Trust are received.

V. Insurance (See Section III of this grant agreement)

- A. The Grantee maintains the required coverage as follows:

- 1. Comprehensive General Liability

- Insurance
- Self-insurance
- Not Applicable

- 2. Automobile Liability

- Insurance
- Self-insurance
- Not Applicable

- 3. Workers Compensation

- Insurance
- Self-insurance
- Not Applicable

- 4. Employers Liability

- Insurance
- Self-insurance
- Not Applicable

- B. Certificates of insurance and/or documentation of self-insurance are:

- On file with the Trust
- Forthcoming within 30 days of execution of this grant agreement
- Other (Explain) «Ins_Cert_Other»

NOTE: No payment can be made until the Trust has received acceptable documentation of the required coverage.

VI. Interest (See Section XVIII of this grant agreement)

A. Interest on advance payment of State funds:

- May be retained by the Grantee for documented purposes under this grant agreement
- Shall be remitted to the Trust on a quarterly basis
- Other (Explain) not applicable

B. Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the Trust at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

VII. Authorizations and Disclosures (See Section XVII of this grant agreement)

A. The Grantee is:

- A New Jersey corporation or local government agency
- An out-of-state-corporation
- Other (Specify) _____

B. Attached as Attachment E is:

- A Governing Body Resolution
- A Corporate Resolution
- Not applicable

C. A Grantee's Stockholder Disclosure Statement:

- Is attached
- Not applicable

D. A Grantee's Certificate of Authority to do business in New Jersey.

- On file with the Trust
- To be submitted
- Not applicable

NOTE: No payment can be made until the Trust has received all required documents.

VIII. Matching and Cost Sharing Requirements

- The Grantee shall provide the matching or cost sharing amounts indicated below and in Section I, "General Terms and Conditions" in the amount of «Matching Fund»
- Not applicable

IX. Availability of Funds (See Section VI of this grant agreement)

Based upon funds available to the Trust for this project, the Trust's portion of this grant agreement is:

- Fully funded
- Partially funded in the amount of «Evaluator Award»
- Not applicable

Project Name: «Project_Name»
 Project Number: «Year».«Type»«Order»

**A GRANT AGREEMENT BETWEEN
 STATE OF NEW JERSEY
 NEW JERSEY HISTORIC TRUST
 AND**

«General Mailing List Organization»
 (Grantee)

«Year».«Type»«Order»
 (Grant Number)

APPROVED PROJECT BUDGET

The following items are within the approved Scope of Work for this grant and are eligible for reimbursement.

BUDGET SUMMARY

<u>Account Description</u>	<u>Total Budget</u>	<u>NJHT</u>	<u>Grantee</u>
«HSM_Work_Item_1»	\$ 0.00	«NJHT_Work_Item_1»	«Grantee_Work_Item_1»
«HSM_Work_Item_2»	\$ 0.00	«NJHT_Work_Item_2»	«Grantee_Work_Item_2»
«HSM_Work_Item_3»	\$ 0.00	«NJHT_Work_Item_3»	«Grantee_Work_Item_3»
«HSM_Work_Item_4»	\$ 0.00	«NJHT_Work_Item_4»	«Grantee_Work_Item_4»
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00

The sums identified in the Total Budget must be justified in Attachment D-1, Scope of Work

Project Name: «Project_Name»
Project Number: «Year».«Type»«Order»

**Garden State Historic Preservation Trust Fund
HISTORIC SITE MANAGEMENT GRANT
INITIAL REPORT & REIMBURSEMENT FORM
& INTERIM REPORTS**

Project Number: «Year».«Type»«Order» Building/Project Name: «Project Name»

Organization: «General Mailing List Organization»

Project Contact: _____

Phone: _____ E-mail: _____

Initial Report Check List

Initial Report must be signed and sent to Trust hard copy. The following items are required for reimbursements and are included in this report:

- ___ Attachment C-1 (this form)
- ___ Narrative Description
- ___ Project Team List
- ___ Current Project Schedule
- ___ Copy of executed contract with consultant for project
- ___ Current Project Budget
- ___ Initial Project Ledger
- ___ Copy of any Invoices with their corresponding cancelled check attached (at minimum one invoice and cancelled check to consultant must be provided).
- ___ State of New Jersey Payment Voucher (with original signature of CFO or Treasurer)
- ___ Other Materials _____

Interim Report Check List

Interim Report may be e-mailed to Trust or sent hard copy in the mail. The following items are required:

- ___ Attachment C-1 (this form)
- ___ Current Status
- ___ Narrative Description
- ___ Project Team List
- ___ Current Project Schedule

Reporting Schedule: Interim Reports are due quarterly

Reporting Periods	Quarterly Due Date
Jan. 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – Sept. 30	Oct. 15
Oct. 1 – Dec. 31	Jan 15

**Garden State Historic Preservation Trust Fund
HISTORIC SITE MANAGEMENT GRANT
INITIAL REPORT & REIMBURSEMENT FORM**

Project Number: _____ Project Name: _____

Organization: _____

CURRENT STATUS (check off all applicable):

Consultant is under contract with Grantee

Project Status: _____

Work products submitted to Grantee:

Outline

First Draft

Final Product

other:

1. PROJECT SUMMARY / NARRATIVE

Title / Name of Work Product

State in clear, non-technical language how the grant funds were spent. Note any deviations from the original scope of work for which funds were approved.

Describe the project's accomplishments, how it serves its intended audience, and how you plan to use the final work product. Also note any innovative or unusual methodologies used in the project.

2. PROJECT TEAM LIST

List the business name, mailing address, phone number, and email address, and personnel, along with their title or role, involved in the project of each Consultant and/or sub-consultant, who contributed to the Work Product.

3. CURRENT PROJECT SCHEDULE

Provide an initial project timetable. Include dates when substantially complete draft and other funded deliverables were submitted by the consultant, as well as time and location of job meetings and presentations, and project completion date. Please keep the timetable within with the parameters of the "Timetable" specified in Attachment D-1.

4. OTHER MATERIALS

List below any other attachments included in this report such as work products, publicity on the project, or any documentation that is relevant to the funded work, etc.

5. CERTIFICATION

I certify this report to be true and correct. Submitted this _____ day of _____, 20__.

Signature of person completing report

Name (printed)

Project Name: «Project_Name»
 Project Number: «Year».«Type»«Order»

**Garden State Historic Preservation Trust Fund
 HISTORIC SITE MANAGEMENT GRANT
 INITIAL REPORT & REIMBURSEMENT FORM**

Project Number: «Year».«Type»«Order» Building/Project Name: «Project_Name»

Organization: «General Mailing List Organization»

CURRENT PROJECT BUDGET

Total approved budget for each category should correspond with the categories in Attachment B of the Grant Agreement. Please explain any changes or deviations. For further information, please refer to chapter 4 in your Grant Manual.

Categories	Costs		Variance
	Approved	Actual	
		\$	
Total Project Cost		\$	\$

INITIAL PROJECT LEDGER

List all allowable invoices expended so far for this project with their attached photocopies of cancelled checks.

Payee	Invoice #	Check #	Cost	(NJHT USE ONLY)
Total Project Cost				\$

- A. Total Grant Amount \$ _____
- B. Amount Now Requested (80% of Grant) \$ _____
- D. Balance of Grant \$ _____

CERTIFICATION

I certify that the above disbursements for which final reimbursement is requested have been made in accordance with the standards and conditions contained in the grant agreement with the New Jersey Historic Trust.

Submitted this _____ day of _____ 20_____.

 Name and Title of **Chief Financial Officer** Signature

Project Name:
Project Number:

ATTACHMENT C-1



NEW JERSEY
HISTORIC
TRUST

*NJ Department of Community Affairs
Transmittal and Payment Voucher*

Date: _____

To: DCA Fiscal, Budget & Fiscal
DCA / Office of Smart Growth, 8th floor, PO Box 800
From: Carrie Hogan, NJHT Fiscal Officer
New Jersey Historic Trust, Room 134, PO Box 457

Payee Reference:

Project #: _____

Project Name: _____

Reimbursement #: _____

Grantee: _____

Grant Agreement Begins: _____ Ends: _____

Payment Reporting Period: _____ to _____ or Close-Out / Retainage

Reimbursement Amount: \$ _____



Grantee Certification:

I certify that the within Fiscal Monitoring Report Payment Voucher is correct in all its particulars and the described goods or services have been furnished or rendered and that no bonus has been given or received on account of said document.

Typed Name of CFO/Treasurer

Original Signature
use BLUE or RED ink only

Date

NJHT Certification:

I certify that the articles have been received or services rendered as stated herein.

Carrie Hogan, Fiscal Officer
NJHT Representative

Signature

Date

Division Fiscal Certification:

Vendor ID # _____ GO # 022-8049800- _____ LN 1 \$ _____.

Project Name: «Project_Name»
Project Number: «Year».«Type»«Order»

ATTACHMENT C-2

**Garden State Historic Preservation Trust Fund
HISTORIC SITE MANAGEMENT GRANT
FINAL REPORT & REIMBURSEMENT FORM**

Project Number: «Year».«Type»«Order» Building/Project Name: «Project_Name»

Organization: «General Mailing List Organization»

Project Contact: _____

Phone: _____ E-mail: _____

Date: _____

Check List

The following Items are required for final payment and are to be included in this final report. The report must be sent hard copy to the Trust with original signatures.

- ___ Property is listed on the State / National Register of Historic Places
- ___ Attachment C-2 (this form)
- ___ Narrative Description
- ___ Project Team List
- ___ Current Project Schedule
- ___ Copy of ALL Invoices with their corresponding cancelled check attached, totaling to Total Project Cost.
- ___ State of New Jersey Payment Voucher (with original signature of CFO or Treasurer)
- ___ Other Materials _____

CURRENT STATUS (check off all applicable):

___ Project Status: _____

___ Work products reviewed and approved by Historic Trust:

- ___ Outline
- ___ First Draft
- ___ Final Product
- ___ other:

Comments (optional):

Project Name: «Project_Name»
Project Number: «Year».«Type»«Order»

**Garden State Historic Preservation Trust Fund
HISTORIC SITE MANAGEMENT GRANT
FINAL REPORT & REIMBURSEMENT FORM**

Project Number: «Year».«Type»«Order» Building/Project Name: «Project Name»

Organization: «General Mailing List Organization»

(provide additional sheets as needed)

___ 1. PROJECT SUMMARY / NARRATIVE

Title / Name of Work Product

State in clear, non-technical language how the grant funds were spent. Note any deviations from the original scope of work for which funds were approved.

Describe the project's accomplishments, how it serves its intended audience, and how you plan to use the final work product. Also note any innovative or unusual methodologies used in the project.

___ 2. PROJECT TEAM LIST

List the business name, mailing address, phone number, and email address, and personnel, along with their title or role, involved in the project of each Consultant and/or sub-consultant, who contributed to the Work Product.

___ 3. PROJECT SCHEDULE

Provide a FINAL project timetable. Include dates when substantially complete and final reports and other funded deliverables were submitted by the consultant, as well as time and location of project meetings and presentations, and project completion date.

___ 4. OTHER MATERIALS

List below any other attachments included in this report such as work products, publicity on the project, or any documentation that is relevant to the funded work, etc.

___ 5. CERTIFICATION

I certify this report to be true and correct. Submitted this _____ day of _____, 20__.

Signature of person completing report

Name (printed)

Project Name: «Project_Name»
 Project Number: «Year».«Type»«Order»

**Garden State Historic Preservation Trust Fund
 HISTORIC SITE MANAGEMENT GRANT
 FINAL REPORT & REIMBURSEMENT FORM**

Project Number: «Year».«Type»«Order» Building/Project Name: «Project_Name»

Organization: «General Mailing List Organization»

FINAL PROJECT BUDGET

Total approved budget for each category should correspond with the categories in Attachment B of the Grant Agreement. Please explain any changes or deviations. For further information, please refer to page 6.4-1 in your Manual.

Categories	Costs		Variance
	Approved	Actual	
		\$	
Total Project Cost		\$	\$

FINAL PROJECT LEDGER

List all allowable invoices for this project not submitted with initial report, with their attached photocopies of cancelled checks. Total Project Cost must match that in the "actual" total project cost box above.

Payee	Invoice #	Check #	Cost	(NJHT USE ONLY)
Total Project Cost				\$

- A. Total Grant Amount \$ _____
- B. Amount of Initial (previous) reimbursement \$ _____
- C. Amount Now Requested \$ _____
- D. Balance [A-(B+C)] \$ _____

I certify that the above disbursements for which final reimbursement is requested have been made in accordance with the standards and conditions contained in the grant agreement with the New Jersey Historic Trust.
 Submitted this _____ day of _____ 20____.

 Authorized **Chief Financial Officer Signee** Name & Title (printed)

Project Name:
Project Number:



NEW JERSEY
HISTORIC
TRUST

*NJ Department of Community Affairs
Transmittal and Payment Voucher*

Date: _____

To: DCA Fiscal, Budget & Fiscal
DCA / Office of Smart Growth, 8th floor, PO Box 800
From: Carrie Hogan, NJHT Fiscal Officer
New Jersey Historic Trust, Room 134, PO Box 457

Payee Reference:

Project #: _____

Project Name: _____

Reimbursement #: _____

Grantee: _____

Grant Agreement Begins: _____ Ends: _____

Payment Reporting Period: _____ to _____ or Close-Out / Retainage

Reimbursement Amount: \$ _____



Grantee Certification:

I certify that the within Fiscal Monitoring Report Payment Voucher is correct in all its particulars and the described goods or services have been furnished or rendered and that no bonus has been given or received on account of said document.

Typed Name of CFO/Treasurer

Original Signature
use BLUE or RED ink only

Date

NJHT Certification:

I certify that the articles have been received or services rendered as stated herein.

Carrie Hogan, Fiscal Officer
NJHT Representative

Signature

Date

Division Fiscal Certification:

Vendor ID # _____ GO # 022-8049800- _____ LN 1 \$ _____.

Project Name: «Project_Name»
Project Number: «Year».«Type»«Order»

ATTACHMENT D-1

**A GRANT AGREEMENT BETWEEN
STATE OF NEW JERSEY
NEW JERSEY HISTORIC TRUST
AND**

«General Mailing List Organization»
(Grantee)

«Year».«Type»«Order»

SCOPE OF WORK

The Scope of Work for this grant agreement consists of the Grantee's proposal delineated in this Attachment D-1. The Scope of Work consists of four items.

- I. **Overview and Preservation Objectives of the Entire Project** SEE BELOW
- II. **Project Review Authority** SEE BELOW
- III. **Activities Funded by this Grant** SEE BELOW
- IV. **Project Schedule** SEE BELOW

Commencement of Grant Project A Grant Agreement must be in effect within 12 months of the appropriation date of these funds or the grant will lapse. In addition, work on a capital project must have begun within 12 months of the appropriation date of these funds or the grant may be terminated.

V. Project Reporting Schedule

Grantee must provide two reports. The Initial Report (see Attachment C-1) is due after execution of this Grant Agreement. The Final Report (See Attachment C-2) is due after the completion of the Project and before the expiration of this Grant.

Project Name: «Project_Name»
Project Number: «Year».«Type»«Order»

ATTACHMENT D-2

**A GRANT AGREEMENT BETWEEN
STATE OF NEW JERSEY
NEW JERSEY HISTORIC TRUST
AND**

«General Mailing List Organization»
(Grantee)

«Year».«Type»«Order»
(Grant Number)

SPECIAL REQUIREMENTS

The Grantee must comply with the requirements contained herein as well as any rules and regulations promulgated under the program's enabling legislation N.J.A.C. 15:34. Listed below are specific requirements/special conditions of the grant program covered by this agreement.

- A. All recommendations funded by this grant must comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68) and are reviewed as possible encroachments under N.J.A.C. 7:4-1.3 and 7.2 (New Jersey Register of Historic Places Act).
- B. Compliance with the Standards extends to the whole project as defined in Section I of Attachment D-1, and is not limited to the activities funded by this grant.
- C. Submit a copy of all work products including but not limited to written reports, drawings, contract documents, specifications, etc., relevant to the funded work for review and comment by the Trust as soon as they are available:
 - Upon executing this agreement
 - At % completion (determined by total expenditures toward project)
 - At 80% completion (determined by total expenditures toward project)
 - At 100% completion (determined by total expenditures toward project)
- 1. Written notification will be provided if any submission is not in conformance with the conditions of this agreement, or the laws and regulations which pertain to it.
- 2. An additional copy of any submission must be provided if requested by the Trust.
- D. The Grantee will credit the Trust in all final work products funded by this grant with the following statement: The preparation of this [description of work product] has been made possible, in part, by public funds from the Garden State Historic Preservation Trust Fund administered by the New Jersey Historic Trust. Credit must be given to the NJHT in all printed materials, releases and announcements of the grantee regarding all activities to which NJHT funds contribute.
- E. The Trust logo must be used by the grantee in publicizing those programs or documents supported by this grant (including but not limited to newsletters, brochures, and flyers). The logo is to be used only when the above stated credit line is also used and never in its place (this implies sponsorship). Ideally, the logo should be reproduced as a unit without alteration.

Project Name: «Project_Name»
Project Number: «Year».«Type»«Order»

ATTACHMENT D-2

**GARDEN STATE HISTORIC PRESERVATION TRUST FUND
ADMINISTERED BY THE NEW JERSEY HISTORIC TRUST**

APPLICATION FOR MAJOR CHANGE

Project Number: «Year».«Type»«Order» Building/Project Name: «Project_Name»

Organization: «General Mailing List Organization»

Contact Person: _____ Phone: _____

Date Submitted: _____ Application for Major Change #: _____

Read Section XII of the Grant Agreement, Project Revision and Modification, and Chapter 4 of the Grantee Manual, Amending the Agreement, before completing this application. Note that this application must be received by the Trust at least twenty working days prior to the proposed Major Change(s).

Explain the rationale for the proposed Major Change(s) in the attached cover letter. Amend the required revised document(s) so that the changes are obvious and consistent with the format of the original document.

Items included in this application (check off):

- _____ cover letter explaining/justifying proposed change(s)
- _____ revised "Project Schedule" (Attachment D-1, Section IV)
- _____ revised "Project Team" (Attachment D-1, Section IIIA and Attachment C, Project Team)
- _____ revised "Narrative Description" (Attachment D-1, Section IIIA)
- _____ revised "Budget Summary" (Attachment B)
- _____ revised "Schedule of Values" (Attachment D-1, Section IIIB)
- _____ additional attachments (specify):

Date _____ Signature _____

Name and Title for Grantee _____

**A GRANT AGREEMENT BETWEEN
STATE OF NEW JERSEY
NEW JERSEY HISTORIC TRUST**

AND

«General Mailing List Organization»
(Grantee)

«Year».«Type»«Order»
(Grant Number)

SUBCONTRACTOR CERTIFICATION

As a condition of the subcontract entered into between _____,"Subcontractor," and "Grantee", for work under a grant agreement with the New Jersey Historic Trust, the Subcontractor agrees to the following terms:

1. The Subcontractor acknowledges all of the provisions of the grant agreement between the Grantee and the Trust.
2. The Subcontractor acknowledges and accepts that his status is that of an independent principal hired to complete a specified amount of work for the Grantee and not as an agent, employee or contractor of the Trust.
3. The Subcontractor must hold the Trust harmless for any consequences of his subcontract with the Grantee and will look solely to the Grantee for any payments or damages arising out of his work on his subcontract.

NOTE: The Grantee must obtain this certification from each subcontractor prior to execution of any subcontract and agrees to submit any subcontract to the New Jersey Historic Trust for approval before the subcontractor is hired. Subcontractor certification is not required for work funded by this grant which was contracted prior to the execution of this contract.

(Subcontractor)

By: _____ (Signature) Date: _____

Name: _____

Title: _____

Address: _____

**REFERENCE
BIBLIOGRAPHY**

This bibliography is provided for reference purposes only. It includes documents that might be helpful to the grantee.

A. New Jersey Department of Treasury

- Circular Letter 93-05. Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments
- State Grant Complaints Supplement
- Single Audit Policy Guide for Nonprofit Sub recipients and Independent Auditors

B. United States General Accounting Office

- Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions (Yellow Book)

C. Federal Office of Management and Budget

- Circular A-21: Cost Principles for Educational Institutions
- Circular A-87: Cost Principles for State and Local Governments
- Proposed Revision to Circular A-87: Cost Principles for State and Local Governments
- Circular A-88 Revised: Indirect Cost Rates, Audit and Audit Follow-up at Educational Institutions
- Proposed Circular A-88 Revised: Coordinating Audits and Negotiating Indirect Cost Rates at Educational Institutions
- Circular A-102: Grants and Cooperative Agreements with State and Local Governments
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliances Supplement, Revised)
- Directory of Generally Applicable Requirements and Administrative Management Standards for Federal Assistance
- Circular A-110: Uniform Administrative Requirement for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations
- Proposes Revision of OMB Circular A-102 and A-110: Grants and Cooperative Agreements
- Circular A-122: Cost Principles for Nonprofit Organizations
- Circular A-128: Audits for State and Local Governments
- Proposed Circular A-133: Audits of Institutions of Higher Education, and Other Nonprofit Organizations

D. American Institute of Certified Public Accountants (AICPA)

- Audits of State and Local Governmental Units