

**COMMISSION
FOR
CULTURAL CENTERS AND HISTORIC
PRESERVATION**



GRANTS MANUAL

**PROJECT DIRECTOR & FINANCIAL MANAGER'S
GENERAL ADMINISTRATIVE GUIDELINES
Fiscal Year 2016-2017**



NEVADA
**STATE HISTORIC
PRESERVATION OFFICE**

INTRODUCTION

The purpose of this manual is to provide general grant management guidance for recipients of Commission for Cultural Centers and Historic Preservation (CCCHP) grants. It defines both fiscal and programmatic responsibilities and requirements, and will assist both project directors and financial managers in management of their grants.

In an effort to meet generally accepted accounting practices, an organization receiving CCCHP funding must comply with provisions of the State Administrative Manual. This manual highlights many of the applicable requirements for easier understanding. In addition, the NRS governing purchasing (NRS chapter 332- Purchasing) is located in the Appendix. Other grant management resources include the “National Park Service Historic Preservation Grants Manual” and other applicable rules and regulations within your local jurisdiction or community.

Grantees are also required to adhere to *The Secretary of the Interior’s Standards for the Treatment of Historic Properties* for rehabilitating historic buildings.

If you have any questions regarding this manual or the management of your CCCHP grant, please do not hesitate to contact:

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SECTION I

FISCAL RESPONSIBILITIES

- A. All recipients of CCCHP funding are required to establish and maintain accounting systems and financial records to account for grant funds awarded to them.
- B. Grant funds awarded will be expended only for activities and purposes stated in the approved budget and scope of work (Attachment A-1 and A-2 of the Funding Agreement) and within the approved grant period.
- C. Grant funds must be obligated before the end date of the grant period.
- D. Obligated funds are those funds for which goods or services have been ordered or received, but which have not been disbursed. These obligations and payments include both CCCHP grant funds and matching contributions.

SECTION II

PROJECT PERSONNEL

A. PROJECT DIRECTOR

The project director is the individual who is directly in charge of the project and is familiar with all aspects, financial and programmatic, of the project. He or she shares responsibility with the financial manager for certifying all expenditures are valid and necessary. The project director is also responsible for compliance with all regulations, including SHPO review prior to commencing work, and for submitting quarterly progress reports.

B. FINANCIAL MANAGER

The financial manager is responsible for all fiscal matters relating to the project and the individual ultimately in charge of accounting, management of funds, verification of expenditures, and grant financial reports. The financial manager should be someone **other** than the project director.

SECTION III

ACCOUNTING REQUIREMENTS

Accounting systems for all CCCHP grant-funded portions of projects must ensure the following:

- That grant funds are NOT commingled with funds from other funding sources.
- Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Each award must be accounted for separately.
- Funds specifically budgeted and/or received for one project cannot be used to support another.
- Funds shall not be obligated, nor will any requests for reimbursements be honored, for grant related expenditures occurring prior to the beginning date established in the Funding Agreement.

ACCOUNTING SYSTEM CRITERIA

A grantee must use an adequate accounting system that meets the following criteria:

- A. Presents and classifies projected historical cost of the grant as required for budgetary and evaluation purposes; and
- B. Controls funds and other resources to assure expenditure of funds and property use are in conformance with any general or special conditions that apply to the recipient; and
- C. Meets the prescribed requirement for periodic financial reporting of operations; and
- D. Provides financial data for planning, control, measurement, and evaluation of direct and indirect costs;
- E. Maintains all required records for three years from the date of the final report or until all questions arising from an audit have been resolved.

SECTION IV

MATCH REQUIREMENTS

All grantees must maintain records that clearly show the source, amount, and timing of all match contributions. Match for Commission-funded projects is encouraged but not required. The Commission would prefer to see as much documentation of match as possible to demonstrate that projects are supported by a wide variety of sources. A lack of match will not hurt a project, but documenting match helps the program in general and may help a grantee's applications in the future. The Commission will consider match in evaluating applications, but, at the same time, may consider the fact that not all communities are able to produce match as effectively as others are. The documentation of match should be realistic and within the period of the grant.

A. The following may be used as "hard" cash match:

1. Local appropriations from governmental agencies.
2. Funds contributed from private sources.
3. Salaries of existing personnel who are transferred to grant activities only if the original positions are filled with new personnel and the salaries are not claimed for reimbursement.

NOTE: The agency must prove additional staffing was hired to do the original assignments at a comparable salary rate.

B. The following may be used as "in-kind" match:

1. Donations of expendable equipment, office supplies, workshop or classroom materials, or workspace. (Please use Donated Equipment and Donated Material Valuation forms included in Appendix.) The value placed on loaned or donated equipment may not exceed its fair rental value.
2. The monetary value of time contributed by professional and technical personnel and other skilled and unskilled labor if the services they provide are an integral and necessary part of the funded project. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market. Fringe benefits may be included by the recipient organization for its own employees.
3. Time records signed by both the volunteer and supervisor must document all volunteer services claimed as the non-state portion of the matching grant. Time accounting for project volunteers is identical to that required for paid personnel. Such records must show the actual hours worked and the basis for determining the volunteer's contribution rate. (Please use Donated Labor Valuation form included in Appendix.)

4. Rates charged for volunteers serving within their profession must be consistent with rates paid in state government for comparable activities; rates charged must be consistent with those paid for similar work in the labor market and cannot exceed the GS-15, step 10, hourly rate of \$75.22 per hour.
 5. If a volunteer performs services outside his profession, that labor must be assessed at federal minimum wage unless a higher rate is approved by SHPO.
 6. In-kind contributions for items other than personnel services must reflect fair market value and must be of such nature that if the state share were used to pay for the contribution, the grantee would have incurred an allowable cost. The non-state share is subject to audit, along with the state share.
- C. Indirect cost rates may be claimed only if the agency has a pre-negotiated agreement with the federal government. A copy of the pre-negotiated agreement must be submitted to the SHPO.
- D. The matching share must be obligated by the end of the period for which the grant funds have been made available.

SECTION V

NON-SUPPLANTING REQUIREMENT

State funds must be used to supplement existing funds for program activities and may not replace (supplant) existing funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, recoupment of monies provided under this grant, and civil and/or criminal penalties.

(Example: If a purchase of equipment is necessary for the project; however, the agency involved already has budgeted for this purchase, use of state funds for that same equipment would reduce the agency's budget. This would be supplanting. However, if that same agency purchased the equipment in their original budget for use by that agency and used the state funds to purchase additional equipment for the project, the state funds have supplemented the agency's budget.)

SECTION VI

ALLOWABLE/UNALLOWABLE COSTS

All costs must be necessary to the success of the project. There are certain allowable and unallowable costs that are unique to each type of grant. If you are not sure a cost is allowable, please call the SHPO. Some of the more generic allowable and unallowable costs are:

A. Allowable Costs – Bricks and Mortar Work

- Roofing.
- Electrical.
- Plumbing.
- HVAC systems.
- Window rehabilitation.
- ADA ramps.
- Railing.
- Refinishing.
- Sound systems (hardwired within the building).
- Flooring.
- Light fixtures.
- Seismic retrofit.

B. Unallowable Costs

- Landscape improvements, unless the work is needed to make the building safely accessible.
- Reports, unless they are critical to the assessment, rehabilitation, and/or construction of the building.
- Purchase of a historic building. The historic building must be owned by the organization applying for the grant. Under very special circumstances, exceptions to this have been made by the Commission.
- Mortgage notes, insurance policies, and other similar instruments.
- Programming.
- Administrative costs.
- Furnishings or anything that can be easily removed from the building (e.g., curtains, speaker systems, chairs, tables, and portable chalkboards).

SECTION VII

REQUESTS FOR REIMBURSEMENT

Claims for reimbursement of expenditures must be submitted on a “Financial Report” form as included in the Appendix. Unless an exception is made for your particular project, the following guidelines apply:

- A. The grantee or contractor may be required to incur project expenses and adequately document payment prior to reimbursement with CCCHP grant funds.
- B. Reimbursement will only be made for actual cash expenditures or reimbursable services rendered. No “in-kind” contributions will be reimbursed with CCCHP grant funds.
- C. Reimbursement will be made only on authorized items listed in Scope of Work in the Funding Agreement, Attachment A-1.
- D. All claims must have supporting documentation that balances to the amounts being claimed for each category.
- E. Claims for reimbursement must be accompanied by clear photocopies of invoices for all items charged to the project. Invoices must contain the company name or individual providing service and a description of the item or service purchased, the date, and a unit price as well.
- F. Proof of payment may be required (clear copies of cancelled check [front and back]) for the total amount of the reimbursement request. The same documentation must be provided for the matching portion of the grant. Each check must be cross-referenced with the invoice (write or stamp the check number on each invoice). If payments are made in cash, they must not exceed \$10 per invoice. No cash expenses will be accepted without prior arrangements with the SHPO. If payment is made by credit card, a copy of the statement must be submitted. Payments made by other electronic formats (e.g., electronic funds transfers) require a hard copy print out from the grantee’s system.
- G. **Claims for reimbursement should be submitted monthly.** Claims should be submitted within 30 days of the close of the previous month (i.e., October’s request should be submitted by November 30, etc.). Punctual submissions enable timely project review and financial reconciliation of all project expenses.
- H. Claims for reimbursement must identify the project number assigned by the SHPO. The number should be written or typed on each page of correspondence and supporting material.
- I. All expenditures must be obligated within the approved project period. Proof all grant-funded project work must be completed within the period specified in the funding agreement.

- J. Reimbursement payments will be adjusted to correct previous overpayments and disallowances resulting from non-supported expenditures, audit, or project review.

SECTION VIII

CONTRACTUAL PROFESSIONAL SERVICES

- A. Independent contractor services must follow state regulations. NRS 284.173(2) defines an independent contractor as “a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.”
- B. The SHPO will accept flat rates for professional consulting services depending upon the consultant’s professional and academic experience. This rate shall not exceed \$82.49 per hour.
- C. In addition, architects, engineers, and related professionals, and members of trades may be paid at recognized rates established by the industry or by demonstrated previous practices not to exceed \$82.49 per hour. The contractor may enter into a fixed-fee contract not based upon an hourly rate.

The SHPO does not require itemized time sheets for project consultants, but does require proof of payment, vitae, and a signed statement of the hourly rate charged to the project and hours billed to the project. The consultant is required to prepare an invoice for professional services. The consultant will not exceed the rate for professional services established in consultation with SHPO prior to beginning work.

Professional qualifications of staff, consultants, or principal investigators undertaking grant-related work must meet applicable minimum qualifications described in 36 CFR 61, Appendix A, attached as reference herein. SHPO will review the professional qualifications of the project staff and consultants. If project staff and/or consultants are acquired after the award, SHPO must review and approve professional qualifications prior to project commencement.

- D. Transportation and subsistence costs for travel may not exceed the state travel rates and regulations.

Dual compensation is not allowed.

- E. Consultants employed by state and local governments will only be allowed when the unit of government will not provide their services without cost. In these cases, the rate of compensation is not to exceed the daily salary rate paid by the unit of government.

F. **Contract Review:**

Grantees shall adhere to purchasing rules set out in chapter 332 of the Nevada Revised Statutes. The governing legislation for the State of Nevada is included for your reference in the Appendix.

1. If the estimated annual amount required to perform the contract is more than \$25,000, but not more than \$50,000, grantees shall document competitive negotiations. (Please use the Competitive Negotiation and Small Purchases Contracting Documentation form included in the Appendix.)
2. Contracts for more than \$50,000 shall be advertised for bid in a general circulation newspaper within the county of the project.
3. If you believe a sole-source situation exists, you must adequately demonstrate this situation to the satisfaction of SHPO. All sole-source contracts must have prior SHPO approval.

A sample format for sole-source justification is included in Section XV, PROCUREMENT OF GOODS OR SERVICES, below.

SECTION IX

PROCUREMENT OF GOODS OR SERVICE

The primary objective is to obtain materials, supplies, qualified services, and equipment at the most reasonable cost to the taxpayer, to supply the agency as quickly as possible, and to afford vendors competitive opportunity. All procurement transactions will be conducted in a manner to provide, to the maximum extent practical, open and free competition. To ensure maximum open and free competition, bidders' lists should be maintained and updated as required. Advertising of competitive requirements in local newspapers and trade publications is important in order to achieve more effective competition. Procurement of all goods and services shall be documented in accordance with NRS chapter 332. State preference laws/ordinances have always required special attention by the awarding agency.

Also, prior to procurement of goods/materials, the project director should get approval from SHPO that those good/materials meet the Secretary of Interior's Standards, the approved scope of work, and can be used on the project.

Established methods of procurement include:

- A. Interdepartmental Transfer of Funds – normally applies to state and local governments. In certain instances, a viable method to satisfy a requirement is funds transfer to another unit of the organization where the capability exists. This can be accomplished under the following conditions:
 - 1. Another part of the organization has the in-house capability to satisfy the requirement; or
 - 2. The organization has in existence a contractor currently performing that could effectively satisfy the requirement. This action, however, requires SHPO to consent to a sole-source justification.
- B. Small Purchases – are those relatively simple and informal procurement methods for securing services, supplies, or other property that does not cost more than \$25,000 overall. Simplified informal procedures to cut down procurement lead-time for day-to-day support items should be used and documented. (Please use the Competitive Negotiation and Small Purchases Contracting Documentation form included in the Appendix.)
- C. Competitive Sealed Bidding – bids that are publicly solicited and a firm fixed-price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. This method is recognized as the preferred method of procurement and is properly used when the following conditions exist:

1. The requirement can be described and is finite and specific in detail, with no unknowns or contingencies.
2. There is good likelihood that competition is readily available among interested contractors that could satisfy the requirement.
3. There is enough time available to issue the solicitation, conduct a public bid opening, and award the contract to the lowest responsive and responsible bidder.

D. Negotiation – is the method of procurement when the prerequisite for competitive sealed bidding cannot be met. The technique of competitive proposals is usually conducted with more than one source submitting an offer, and either a fixed price or cost reimbursement-type contract is awarded. The procedures involve developing a performance “Statement of Work” (SOW) listing requisite requirements to accomplish the contract. The performance Statement of Work should be written in a straightforward manner and, as a minimum, should contain the following:

1. Background providing necessary introductory information or evolution of the requirement.
2. Objective/scope of work detailing broad parameters that are requisite for contract performance or effectively satisfy the requirement.
3. Tasks with accompanying deliverables should be indicated in a logical sequence, as the grantee perceives the requirement.
4. A delivery schedule in increments as required satisfying the requirement.
5. Acceptance and approval procedures should be indicated.

Develop the Request for Proposal (RFP) containing at least the basic elements specified above, and before release, advertise the solicitation in accordance with state or local preferences.

E. Sole-Source Contracting – recipients are mandated to complete contractual requirements. There are, however, exceptions to this cardinal rule of competition. These exceptions result in “sole-source” contracting. **Procurement by noncompetitive proposals is procurement through the solicitation from only one source, or after solicitation of a number of sources competition is determined inadequate.** NRS 332 is quite clear regarding necessity to have open and free competition to satisfy contractual requirements. Recipients may make the final determination that competition is not feasible if one of the following circumstances exists:

1. The item of service is available only from a single source.

2. The public exigency or emergency of the requirement will not permit a delay resulting from a competitive solicitation.
3. After solicitation of a number of sources, competition is considered inadequate.

In any event, documentation reflecting actions taken and the position of the grantee is extremely important in order to establish an audit trail. A justification of non-competitive (sole-source) procurement must include the following:

1. A brief description of the program and the services being contracted.
2. Explanation of why it is necessary to contract noncompetitively, to include the following: (a) expertise of the contractor, (b) management, (c) responsiveness, (d) knowledge of the program, (e) experience of contractor personnel, (f) results of a market survey to determine competition availability or, if one was not conducted, explain why.
3. Time constraints: (a) when contractual coverage is required and why, affect the program if dates are not met, (c) length of time would it take another contractor to reach the same level of competence. (Equate to dollars, if desired).
4. Uniqueness.
5. Other points that should be covered to “sell the case.”
6. A declaration that this action is in the “best interest” of the agency.

SECTION X

CONTRACT PROVISIONS

Grantees must maintain copies of written contracts on file for all cooperative, working agreements, and professional services. All contracts for evaluation services and all other contracts more than \$100,000 must be reviewed and approved by SHPO before being signed. This policy may be adjusted in individual cases through the grant funding agreement.

Contracts made by the awarding agency shall contain the clauses as enumerated below. Recipients may develop language suited to accommodate a specific contractual situation, providing such clauses meet the intent of these clauses.

- A. Disputes – this clause should provide a contractor recourse procedure in the event there is a contractual dispute. The dispute submitted by the contractor shall be in writing to the contracting officer (person signing the contract for the grantee). Procedures will provide at least one additional upper management level for review within the awarding agency. The reply from the recipient will be in writing and include general counsel concurrence (optional).
- B. Reporting – any applicable reporting requirements affecting contractual activity to comply with a requirement of the award should be included as a special contract clause developed by the recipient. Of particular importance are progress/status/performance reports (usually on a quarterly basis) required for contracts for research and development, studies, surveys, analyses, etc. Progress reports also play an important role in equating progress to payments or cost reimbursement.
- C. Patents – any discovery or invention that arises during the contract will be reported to the awarding agency. This clause should require the contractor to disclose inventions to the contracting officer within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The clause should also contain and identify provisions identifying the grantee against liability, including costs for infringement of any United States patent.
- D. Rights in Data and Copyrights – as a rule, contracts that require data to be produced, furnished, acquired or specifically used in meeting contract requirements, must contain terms that delineate respective rights of the awarding agency and the contractor regarding use, duplication, and disclosure of such data.
- E. Examination of Records – this clause shall state the CCCHP and the grant recipient, or any of their representatives will have access to any books, documents, papers, and records of the contractor that are directly pertinent to the contract for making audit, examination, excerpts, and transcriptions. The clause will further state that the contractor shall retain all required records for three years after the recipient or sub recipients make final payments and all other pending matters are closed.

F. Termination – only the awarding agency has the right to terminate the contract. There are two types of termination:

1. End for convenience – contract is terminated due to reasons known to the grantee, i.e., program changes, insufficient funding, etc. This type of termination is used when the contractor is not in violation of the contract.
2. Termination for cause – a contract is terminated due to actions by the contractor, i.e., failure to perform, slipped schedules, etc.

The awarding agency has the option of tailoring the termination to fit the type of contract. The awarding agency, by written notice, may terminate the contract, in whole or in part, when it is in the awarding agency interest. Termination settlements will be accommodated by negotiations carefully planned to achieve an equitable resolution.

G. Contracting with Small and Minority Firms, Women’s Business Enterprises, and Labor Surplus Area Firms – recipients and sub recipients will take all necessary affirmative steps to assure that the following firms are used, when possible:

1. Small Business Firms – designated by the Small Business Administration.
2. Minority Business Firms – 51% minority-owned/operated.
3. Women’s Business Enterprises – small business that is at least 51% owned by a woman or women.
4. Labor Surplus Area Firms – firms geographically located in distressed labor surplus areas designated by the Secretary of Labor.

H. Protests – in accordance with sound administrative practice and sound business judgment, recipients alone will be responsible for settlement of all contractual and administrative issues arising out of procurement.

SECTION XI

PROJECT CHANGE REQUESTS

The grantee must secure prior written approval from the SHPO for any revision to their funding agreement. A "Project Change Request" form, as well as a written justification for the change must be submitted to SHPO. (Please use Project Change form included in the Appendix.) The grantee must receive a signed, approved copy of the "Project Change Request" from SHPO before implementing a requested change.

A Project Change Request shall be submitted under the following circumstances:

- A. Change in scope of work.
- B. Changing the amount of an approved category. Funds may be moved from one approved category to another with proper justification
- C. Requests for moving funds into a previously non-approved category. This requires an essential need for the success of the project. Please note, funds may not be increased; they must be taken from approved categories.
- D. When a project director is changed. Please submit vitae for new project director along with Project Change Request.
- E. When requesting a project period extension.

Changes within the same category do not require submission of the Project Change Request form. However, a justification explaining any significant changes from the approved budget should be submitted to SHPO for prior approval. Project Change Requests must be submitted with an original signature. Faxed copies will not be accepted.

If the project cannot be completed within the period specified in the funding agreement, the grantee must submit to SHPO a written request (with a Project Change Request form) explaining the programmatic reason for extension of the grant period. **This should be submitted at least 60 days prior to the expiration date of the project.** The request should state the reason for the excess time and the effect denial of the request would have on the project.

If a grant extension is allowed, monthly progress reports shall be submitted on progress report forms no later than ten calendar days from the preceding month.

If an extension request is not submitted prior to the project's expiration date, the original project expiration date stands. **Any remaining grant funds will be forfeited.**

SECTION XII

PROGRESS REPORT REQUIREMENTS

All grants require submission of “Quarterly Progress Reports” on each individual project. This is the responsibility of the project director. The purpose of the quarterly report is to evaluate the progress of planned activity. Failure to meet this requirement will result in suspension of payment on submitted monthly financial reports. After notification, if further noncompliance persists, it will be cause to terminate funding of the project. The following should be observed in preparation and submission of quarterly progress reports:

- A. Due Date – reports are due 15 days after the close of each calendar quarter, or deadline as agreed upon with SHPO. The final report is due 30 days following the close of the grant period or any extension thereof.
- B. Submission – grantees shall submit quarterly progress reports and a cumulative final report, including an inventory list, if applicable. (Please use Quarterly Progress Report form included in the Appendix).
- C. Requirements – reporting requirements noted in this section are designed to provide sufficient information to monitor grant implementation and goal achievement. To support effective monitoring, progress reports must be keyed to the grant implementation plan provided in the grant application. Specifically, the report must include the following:
 - 1. Indicate the overall status of the project. Have the goals and/or objectives been achieved during the report period? Be specific and detailed.
 - 2. Indicate in quantitative terms the results achieved, both during the reporting period and cumulative-to-date. Explanatory and descriptive statements of activities will be helpful, especially if project objectives’ change.
 - 3. State the status of goals and/or objectives that were due for completion during a previous report, but carried over due to late implementation or other problems.
 - 4. If the project is not meeting its goals and objectives, state the corrective action planned to resolve the problems. State the effect of these problems on the remaining schedule for achieving the project’s remaining goals and/or objectives.
 - 5. If appropriate, identify changes needed in accomplishing the project. Changes that alter plans and/or goals of the original application require prior approval and issuance of appropriate amendments.
 - 6. State if technical or other assistance is needed during the coming quarter to help resolve implementation problems. If technical assistance has been provided to

- resolve implementation problems, state the problems addressed and results of the assistance provided.
7. Provide photographs depicting project number and showing completed work to date. Each photograph shall represent work completed for the reporting period. Photographs should include a descriptive caption, date taken and source/taken by. They can be digital as long as they are clear and clearly printed. In some cases, black and white photos may be required. No Polaroid pictures, please. Photographs can be submitted via CD or disk or sent via e-mail as long as they have the required identifying information. Otherwise, send in hard copies.
 8. The grantee and/or contractor must notify SHPO immediately by telephone and/or letter of any project progression problems or changes to the approved scope of work. Telephone calls may be accepted if confirmations are made in writing.
- D. Final Report – is due no later than 30 days after the close of the original or extended grant period. Additional information to be provided after each year of the project operation is as follows:
1. The final report must reflect compliance with the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation and any special conditions agreed to by the grantee and the SHPO at the time of the grant award.
 2. An overall evaluation of the project as to its performance and impact on the organization and/or resource.
 3. Cumulative statistics for the activities of the project period and detailed descriptions of the activities.
 4. Photographs with project number showing completed work. Each photograph shall be tied to the project and the line items funded in Attachment A-1 and A-2 of the Funding Agreement. Photographs should include a descriptive caption, date taken and source/taken by. They can be digital as long as they are clear and clearly printed. In some cases, black and white photos may be required. No Polaroid pictures, please. Photographs can be submitted via CD or disk or sent via e-mail as long as they have the required identifying information. Otherwise, send in hard copies.
 5. If the CCCHP grant funded building is open to the public, the final report must include an approximate number of individuals visiting the facility during the grant period.
 6. Other products as negotiated with SHPO that may include inventory reports and site/building forms, data entry, and photographs, videos or CDs, brochures, maps, etc.
 7. All CCCHP grant funded projects will be requested to provide annual estimates of the numbers of visitors for the life of the covenants.

SHPO may retain ten percent of the total grant award until it receives and approves the final project product.

SECTION XIII

GRANT CLOSEOUT PROCEDURES

At the expiration date of the funding agreement, all remaining costs incurred up to the last day of the grant period must be accumulated and submitted for reimbursement on a final “Monthly Financial Report” form. **The final financial claim should be submitted no later than 30 days after the grant period’s expiration date.**

This claim, along with the final progress report, and a possible inspection by the SHPO, or other state representative, to ensure work has been completed satisfactorily in accordance with the terms of the funding agreement, will serve to close out the grant.

SECTION XIV

PUBLIC ACKNOWLEDGMENT

Appropriate credit must be given to the CCCHP in all news releases, publicity, or printed material describing or promoting the grant. The final product (report, brochure, publication, or any other funded item) must clearly state that it was “funded with assistance of the Commission for Cultural Centers and Historic Preservation.”

An acknowledgement of CCCHP support must be made in connection with publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, a result of the grant award.

Please contact SHPO staff for appropriate guidance with reference to signage at the site and/or acknowledgment plaques.

SECTION XV

SUSPENSION OF FUNDING

SHPO may terminate CCCHP grant funding of the project for the following reasons:

1. Default by the grantee.
2. Failure by the grantee and/or contractor to observe the covenants, conditions, and warranties of the grant funding agreement and its incorporated provisions.
3. Failure by the grantee and/or contractor to demonstrate progress on the grant.
4. Unsatisfactory financial conditions by the grantee and/or contractor, which endangers the grant's performance.
5. Delinquency by the grantee and/or contractor in payment of taxes or the costs of performance of the grant in the ordinary course of business.
6. Appointment of a trustee, receiver, or liquidation for all or a substantial part of the grantee's and/or contractor's property, or institution of bankruptcy, reorganizations arrangements, or liquidation proceedings by or against the grantee and/or contractor.
7. Commission of an act of bankruptcy.

SECTION XVI

CONFLICT OF INTEREST

The grantee will establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give appearance of being, motivated by the desire for private gain for themselves or others with whom they have ties, such as, family or business, etc.