

ORIGINAL

South Carolina Department of Archives and History  
FY 1985 Survey and Planning Grant  
FUNDING AGREEMENT

THIS AGREEMENT, entered in as of this 11th day of June, 1985 by and between the South Carolina Department of Archives and History (hereinafter called the Grantor) and the Historic Charleston Foundation (hereinafter called the Grant Recipient), WITNESSETH THAT:

WHEREAS, the Grant Recipient desires to undertake this work and recognizes that a federal grant of the Department of the Interior, National Park Service, has been awarded for this undertaking, and therefore agrees to mutually administer this grant with the South Carolina Department of Archives and History and comply with all requirements established by the National Historic Preservation Act of 1966, P.L. 89-665 (80 Stat. 915) and amendments, and with policies and regulations as set forth in the National Register Programs Manual, and Part VII, OMB Form No. A-102, Uniform Administrative Requirements for Grants-in-Aid to States and Local Governments;

NOW THEREFORE, the parties do mutually agree as follows:

SECTION A. That for the purpose of providing the funds for carrying out this Agreement, the Grantor has awarded to the Grant Recipient a matching Grant-in-Aid of \$5,000.00 to be matched by at least \$5,000.00 from the Grant Recipient for a total cost of at least \$10,000.00.

SECTION B. That the purpose of this grant is to help reimburse necessary expenses and consultant services for a paint research project on at least fifteen buildings located in the Old and Historic District of Charleston to document a palette of paint colors used from the early 18th to the mid-19th century. All work will be done in accordance with the Secretary of the Interior's Standards for Rehabilitation, will be completed by August 29, 1986, and will consist of the following:

1. Organization of an initial planning meeting between representatives of the Grant Recipient and the Grantor to discuss the scope of work, Secretary of the Interior's Standards for Rehabilitation, time frames, etc. This meeting will be arranged by the Grant Recipient and will be held before work begins;
2. Preparation by the Grant Recipient of a Request for Proposals (RFP) to solicit proposals from interested consultants. The Grantor will review and approve the RFP before distribution by the Grant Recipient. At least three consultants must receive the RFP for the work. The Grantor must approve the consultant selected prior to the

CH  
JPE

Grant Recipient's notification of approval or disapproval of any consultant;

3. Selection, by the consultant and the Grant Recipient, of at least fifteen buildings in the Old and Historic District for inclusion in the paint analysis project. The selection will be made after a survey of at least 25 buildings in the District. Exterior paint analysis will be undertaken on all of the selected buildings, and interior analysis will be undertaken on at least three of the buildings. The Grantor will be notified of the selection decisions;

4. Collection of as many samples as necessary with minimum damage to the buildings. The paint samples will be separated, analyzed, and curated;

5. Selection of Munsell chips to match the colors identified in the paint analysis;

6. Preparation of a research report on the written documentation of colors in eighteenth and nineteenth century Charleston, the results of the paint analysis, and pictorial evidence, such as the buildings painted by Charles Fraser, John Blake White and other early artists working in Charleston. The report will outline the early color schemes of each building in the study and include Munsell samples of the pigments found on each building. A draft of the report is due to the Grantor by December 1, 1985, for review and comment. Five copies of the final report are due to the Grantor by February 1, 1986.

7. Submission of written monthly reports to the Grantor. These reports will summarize the work done during that month;

8. Submission to the Grantor of a written completion report summarizing the project. The completion report is due before the final reimbursement is made and should explain the project goals and objectives, describe efforts to meet them and results, and discuss whether the project was successful. The project completion report will serve as a brief summary description of the project.

#### SECTION C.

1. Subcontracts: The Grant Recipient may subcontract for the performance of the services and activities herein prescribed. All subcontracts are subject to prior approval by the Grantor and upon approval shall become a part of the Agreement. The execution of subcontracts shall not alter or modify the obligations of the Grant Recipient hereunder. Subcontracts cannot be changed without prior approval from the Grantor. Moreover, the Grant Recipient shall be fully accountable and responsible for the acts, omissions,

Handwritten signature and initials, possibly "JFE", in the bottom right corner.

or non-compliance of its subcontractors and of persons directly or indirectly acting for or employed by such subcontracts.

2. Liaison with Grantor: The Grant Recipient will maintain close liaison with the Grantor throughout the period of work. The Grantor reserves the right to call meetings at various intervals during the course of project work.

3. Supplementary Conditions: The Federal Supplementary Conditions of the Contract for Consultants must be a part of all subcontracts. The Grantor will provide a copy of the Supplementary Conditions.

4. Review of Plans and Reports: The Grantor shall review, comment upon and approve any plans, specifications, reports or other products of the project.

5. Reports, Plans, or Studies: The Grant Recipient shall furnish copies to the Grantor of all reports, plans, studies, photographs or other materials which result from this grant as specified in SECTION B.


6. Ownership: The Grant Recipient agrees that all records and other materials resulting from this work, at the option of the State, shall be owned and administered in perpetuity by the State of South Carolina.

7. Responsibility for Acts, Omissions, and Negligence: It is not the intent of the parties to this Agreement to create an agency relationship, and this Agreement shall not be so construed. This Grant Recipient shall be solely responsible for the acts, omissions, faults, and negligence of its agents, employees, subcontractors, and their employees, and all other persons otherwise engaged by the Grant Recipient under this Agreement and for any damages to persons or property as a result thereof. Further, the Grant Recipient shall indemnify and hold the State and the Federal Government harmless from loss or damages in any action arising from the work covered under this Agreement.

8. Non-assignability: The Grant Recipient shall not assign or otherwise transfer any interest in this Agreement, the grant, or the project hereunder.

9. Conflict of Interest: The administration of this grant award and of any subcontracts awarded by the Grant Recipient must be accomplished free from bribery, graft, kickbacks, and other corrupt practices.

SECTION D.



1. Reimbursement: Progress payments in an amount not to exceed 50% of the costs incurred may be made by the Grantor to the Grant Recipient provided that all applicable project conditions are met. Requests for payment from the Grant Recipient must include copies of contracts, bidding documentation, bills and copies (front and back) of cancelled checks. Documentation for donated services must clearly show the tasks performed, when performed, the actual amount of time spent on each task, and qualifications of the worker in relation to the grant project. The Grantor reserves the right to modify or withhold payment until project conditions are met or until satisfied with the documentation received. The Grant Recipient should be prepared to make whatever financial arrangements are necessary to insure that project work is not delayed during the reimbursement process, which usually takes 8-12 weeks.
2. Prohibition of Retroactive Funding: The cost of project work begun prior to project approval from the Grantor to the Grant Recipient will be ineligible for funding under the terms of this Agreement and may be considered grounds for denial of said approval.
3. Non-federal Share: Sufficient funds will be available from the Grant Recipient to meet the non-federal share of the cost of the project. Federal monies will not be used to match the monies granted through this Agreement, unless specifically allowed under special Federal enabling legislation (e.g. Revenue Sharing, Community Development Block Grant Funds, and some other federal funds are allowable).
4. Progress Reports: Written progress reports documenting specific work accomplished shall be made monthly to the Grantor. The Grantor reserves the right to review progress and approve work accomplished prior to making reimbursement and to modify the payment terms if work accomplished is not satisfactory. A final completion report outlining the project goals and whether they were met is due before the final reimbursement is made (see Section B).
5. Budget Changes: Items in the budget may not be changed in excess of 10% of the original budget proposal without prior approval from the Grantor.
6. Project Review: The Grantor shall from time to time review the project to determine whether all grant funds allocated to this project can be expended by the project ending date. The Grantor Agency reserves the right at that time to withdraw grant funds not already expended, not already under subcontract, or for which no specific use or purpose has been determined.

SECTION E. Failure of the Grant Recipient to comply with any of the terms or conditions of this Agreement shall be deemed a material

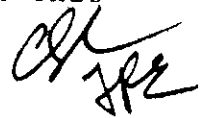
*CR*  
*JPE*

breach of this Agreement, and after written notice from the Grantor Agency, the State shall, to the full extent permitted by law, have each and every right and remedy available to the State either in part or in whole. In addition, the Grantor or the Grant Recipient may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. The Grant Recipient shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantor shall allow full credit to the Grant Recipient for the Federal share of the non-cancellable obligations, properly incurred by the Grant Recipient prior to termination. In the event of such termination, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other items prepared by the Grant Recipient under the Agreement shall, at the option of the Grantor, become its property, and the Grant Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

#### SECTION F.

1. The Grant Recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall on the Ground of race, color, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Grant Recipient receives Federal financial assistance. Moreover, all parties shall comply with the Age Discrimination and Employment Act of 1976 (P.L. 98-259). If a person believes that he or she has been discriminated against in any program, activity or facility, or desires further information regarding Title VI, he or she should write to: The Office for Equal Opportunity, U.S. Department of the Interior, Office of the Secretary, Washington, D.C. 20240.

2. Compliance with Laws, Regulations, Guidelines and Policies: The Grant Recipient, in the performance of all activities under this Agreement, shall comply and require compliance with all applicable laws, ordinances and codes of the United States, the State of South Carolina, and of local government. The Grant Recipient shall comply and require compliance with all requirements, limitations, regulations, rules, policies, guidelines, and interpretations thereof which are made applicable hereto by Executive Order of the President of the United States or the Governor of the State of South Carolina or which are imposed by the Grantor, the United State Department of Interior, or the National Park Service in connection with this

Handwritten signature and initials, possibly "CH" and "JH", in the bottom right corner of the page.


grant and pursuant to the National Historic Preservation Act of 1966, as amended.

SECTION G.

1. The Grant Recipient shall keep such records as may be required with respect to the work performed under this grant and shall keep on file copies of documentation of expenditures which can be made available to auditors, in addition to copies of all those forwarded to the Grantor.
2. The Grant Recipient shall comply with single audit responsibilities required by the Single Audit Act of 1984 (P.L. 98-502). It is the Grant Recipient's responsibility to contact the Grantor about single audit requirements.

SECTION H. In all public announcements, news releases, articles and publications resulting from or concerning this project, the Grant Recipient, its employees, agents, and assigns shall acknowledge the receipt of Federal funding and shall identify the South Carolina Department of Archives and History as the grant administrator. The following wording shall be used in all publications or reports: "The activity that is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, Department of the Interior, and administered by the South Carolina Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the South Carolina Department of Archives and History."

SECTION I. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other devices, intended or designed to influence in any manner a Member of Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating with Members of Congress at the request of any Member of Congress, through the proper official channels, for requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.



The Grant Recipient hereby designates the following individual as a project representatives to serve as project director and liaison with the Grantor for matters concerning this Agreement, the grant, and the project described above:

Name: Jonathan H. Poston  
Address: 51 Meeting Street  
Charleston, S. C. 29401  
Telephone: (803) 723-1623

THE HISTORIC CHARLESTON  
FOUNDATION

Frances R. Edmunds  
Please Print Name Here

Frances R. Edmunds  
Signature

June 21, 1985  
Date

SOUTH CAROLINA DEPARTMENT  
OF ARCHIVES AND HISTORY

CHARLES E. LEE  
Please Print Name Here

Charles E. Lee  
Signature

6/11/85  
Date