

**AGREEMENT FOR PROFESSIONAL SERVICES**

**City/Village of XXXXXX project title**

THIS AGREEMENT is between the City/Village/Organization (the City) and the name of the consultant/contractor, (Contractor) for the implementation of a project funded in part with Federal Fiscal Year 20XX Certified Local Government Grant funds.

WHEREAS, the Contractor has been awarded a Certified Local Government Grant from the Ohio Historic Preservation Office (OHPO) of the Ohio Historical Society to provide financial assistance for \_\_\_\_\_ state purpose of the project \_\_\_\_\_, and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

The services to be performed by the Contractor are set forth in the attached Exhibit A that are incorporated herein by reference and in the Ohio Historic Preservation Office Certified Local Government grant requirements. The final products resulting of this project are listed as deliverables or products. *[Exhibit A should be the RFP as issued and the accepted proposal from contractor.]*

Due dates for draft products are established in an approved work plan and are to be met in fulfillment of this agreement. All work is to meet the appropriate Secretary of the Interior's Standards.

**II. PROJECT TERM**

The services outlined in this Agreement shall commence on \_\_\_\_\_, 20XX and terminate no later than September 30, 20XX. *[Or state some other end date prior to this depending upon your approved work plan.]*

**III. COMPENSATION AND METHOD OF PAYMENT**

The City/Village/Organization agrees to pay the Contractor up to but not in excess of \$\_\_\_\_\_ as full end complete compensation for the Contractor's services in accordance with the budget attached hereto, marked Exhibit B, and is by this reference made a part hereof. *[List amount of partial payments to be made at specific work intervals upon acceptance and approval of draft materials, not just upon submission of the items.]*

The City/Village/Organization shall make payment under this Agreement in accordance with the payment schedule that coincides with completion of and acceptance by the City/Village/Organization and the Ohio Historic Preservation Office for tasks identified in the scope of work. An invoice listing tasks performed and partial payment due will be presented to the City/Village/Organization per the schedule agreed upon. The cumulative sum of invoices may not exceed \$\_\_\_\_\_.

#### IV. REVISIONS TO THE AGREEMENT

The City/Village/Organization may request changes in both scope and magnitude of services the Contractor is to perform hereunder. Such changes as are mutually agreed upon by and between the parties, and previously approved by the Ohio Historic Preservation Office, shall be stated in writing and approved by both parties prior to undertaking such changes.

#### V. TERMINATION OF THE AGREEMENT

This agreement may be terminated for cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City/Village/Organization shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Contractor shall not be relieved of liability to the City/Village/Organization for damages sustained by the City/Village/Organization by virtue of any breach of the Agreement by the Contractor.

#### VI. ACCESS TO RECORDS

The City/Village/Organization, the Ohio Historical Society, the United States Department of the Interior, National Park Service, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the project for the purpose of making an audit examination, excerpts, and transcriptions. The Contractor shall retain records for three (3) years following final payment.

#### VII. OMB ADMINISTRATIVE REQUIREMENTS

All activities of the project shall comply with requirements imposed by the National Park Service concerning special requirements by law, program requirements, and other administrative requirements approved in accordance with The National Register of Programs Guideline and OMS Circulars A-102 and A-87 for state and local governments particularly Attachments O and P of A-102.

#### VIII. LOBBYING PROHIBITION

No part of the funds to be paid as a result of this agreement shall be used to directly or indirectly to pay for any personal service advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a member of Congress, state legislature, or local council to favor or oppose, by vote or other wise, any legislation or appropriation by that body, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to members of Congress, state legislature, or local council on the request of any member of Congress, state legislature, or local council through the proper official channels, request for legislation on appropriations which they deem necessary for the efficient conduct of the public business.

#### IX. COMPLIANCE

- A. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, (42 U.S.C.2000d-1), 43 CFR 17, as issued by the Department of Interior. Title VI of the Civil Rights Act of states that no person will, on the grounds of race, color, or national origin, be excluded from participation in, 1964 be denied the benefits of, or be

otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.

- B. In all hiring or employment made possible by or resulting from this agreement, each employer (1) will not discriminate against any employee and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, age, or national origin.
- C. The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 74) as supplemented in the Department of Labor regulations (29CFR Part 3). This act provides that each contractor shall be prohibited from inducing, by any means, any person employed in public work, to give up any part of the compensation to which he/she is otherwise entitled.
- D. In accordance with Executive Order 12549 "Debarment and Suspension," the Contractor and its subcontractors agree not make any payments to any party which under Executive Order 12549 is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs.
- E. The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.74) as supplemented in the Department of Labor regulations (29 CFR Part 3). This act provides that each contractor shall be prohibited from inducing, by any means, any person employed in public work to give up any part of the compensation to which he/she is otherwise entitled.
- F. The Contractor in the performance of all activities under this Agreement, shall comply with and require compliance with all applicable laws, ordinances, codes, and regulations of the United States, the State of Ohio, and of local government, and shall neither commit nor permit any trespass upon any public or private property in the performance or attempted performance of any service of activity hereunder.

G. COPYRIGHT

Except as otherwise provided, the City/Village/Organization shall maintain the right to copyright the writings, technical reports, publications or other copyrightable materials developed under this agreement. Materials will be subject to a royalty-free, nonexclusive and irrevocable license to the Federal Government or Ohio Historical Society to reproduce, publish or otherwise use, and authorize others to use, the work for government purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written. The City/Village/Organization and Contractor have hereunder affixed their signatures to two (2) copies of the Agreement, each of which shall be deemed an original.

By: \_\_\_\_\_  
*Name, Title*  
City/Village/Organization

By: \_\_\_\_\_  
*Name of Contractor*  
*Company Name*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

