

AGREEMENT FOR PROFESSIONAL SERVICES

“City/Village of XXXXXX project title”

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

WHEREAS, the “____” 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

WHEREAS, using the Scope of Services as outlined in Exhibit A, Specifications for Consultant Services.

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 will 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 30th, 20XX. [Or state some other end date prior to this depending upon your approved work plan.]

III. COMPENSATION AND METHOD OF PAYMENT

The “____” 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 “____” shall make payment under this Agreement in accordance with the payment schedule that coincides with completion of and acceptance by the “____” 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 “____” per the schedule agreed upon. The cumulative sum of invoices may not exceed \$_____.

IV. REVISIONS TO THE AGREEMENT

The “____” 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 Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the "____" shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant 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 Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Consultant shall not be relieved of liability to the "____" for damages sustained by the "____" by virtue of any breach of the Agreement by the Consultant.

VI. ACCESS TO RECORDS

The "____", the Ohio Historic Preservation Office, 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, whether carried out by the "____" or the Contractor, shall comply with requirements imposed by the Federal Agency 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 end 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. LIABILITY

The Consultant specifically agrees by acceptance of the Agreement to save harmless and indemnify the "____" against all loss, liability, damage, and expenses caused by or connected with the work of the Consultant hereunder. It is understood that the intent of this provision is to absolve and to protect the "____" from any and all loss, liability, damage, and expense caused by or connected with the Consultant hereunder.

X. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by 41 CFR 60. This project was made possible in part by a grant from the U.S. Department of the Interior's Historic Preservation Fund, administered by the Ohio Historic Preservation Office of the Ohio Historical Society. U.S. Department of the Interior regulations prohibits unlawful discrimination in departmental federally assisted programs on the basis of race, color, national origin, age, or disability. Any person who believes that he or she has been discriminated against in any program may contact Opportunity

Program, U.S. Department of the Interior, National Park Services, and P.O. BOX 37127, Washington, D.C. 20013-7127.

XI. COPYRIGHT

Except as otherwise provided in the terms and conditions of the grant agreement, the “_____” shall maintain the right to copyright the writings, technical reports, publications or other copyrightable materials developed under the CLG-financed project. Materials will be subject to a royalty-free, nonexclusive and irrevocable license to the Federal Government or OHPO/OHS to reproduce, publish or otherwise use, and authorize others to use, the work for government or preservation purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written. The “_____” and Consultant have hereunder affixed their signatures to three (3) copies of the Agreement, each of which shall be deemed an original.

By: _____
Name, Title
“_____”

By: _____
Name of Contractor
Company Name

Signature

Signature

Date: _____

Date: _____