



United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, N.W.
Washington, D.C. 20240

IN REPLY REFER TO:

GRANT AGREEMENT No. 40-10-GP-R16

Upon signature of both parties below, the National Park Service will obligate the sum of **\$5,000**. This money must be used to support the proposed Native American Graves Protection and Repatriation Act (NAGPRA) grant work shown in the Summary of Objectives and Results and the Work-Cost Budget stipulated as part of this Grant Agreement.

In accepting this grant, evidenced by signature below, the applicant agrees to comply with Department of the Interior regulations and requirements governing grants stipulated in Office of Management and Budget Circulars A-102 (Uniform Administrative Requirements), A-87 (Cost Principles), and A-133 (Audit Requirements). These elements and reporting forms with instructions enclosed with the transmittal letter are hereby incorporated into this Grant Agreement together with the terms and conditions stipulated on the following pages. The terms and conditions of this grant shall be extended to subcontractors.

The term of this Grant Agreement is:


Beginning Date: **March 1, 2010**

Ending Date: **March 31, 2011**

None of the funds awarded may be used to process any grant or contract documents that do not include the text of 18 U.S.C. 1913 prohibiting lobbying with appropriated funds. In accordance with Section 303 of Public Law 110-161 (the Fiscal Year 2010 Appropriations Act for the Department of the Interior and Related Agencies), the recipient shall not use any part of the appropriated funds for any activity or for the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

In witness thereof, the parties have executed this Grant Agreement as of the dates entered below.


DELAWARE TRIBE OF INDIANS:

By 
(Signature)

Jenny L. Douglas CHIEF
(Typed Name and Title of
Authorizing Official)

3-25-10
(Date)

NATIONAL PARK SERVICE:

By 
Hampton Tucker, Chief
Historic Preservation Grants Division

3/31/10
(Date)

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1. Administrative Requirements: The grantee agrees that the conditions and requirements of Office of Management and Budget (OMB) Circulars A-102, A-87, and A-133 will be the basis for its operation and administration of this grant. Some important elements are specified below. The grantee also agrees to the following terms and conditions necessary to facilitate post-award administration of the grant and to protect the interests of the Federal Government. Grantee noncompliance with these terms and conditions will cause disallowance of costs charged to the grant.

2. Work Program: The grantee shall carry out the scope of project work specified in the grant application forwarded. If any portion of the work to be supported by this grant receives financial assistance from another source during the grant period, the grantee must notify the grant awarding official (the NPS official whose signature and title appears on the Grant Agreement).

In accordance with OMB Circular A-102, the grantee may not, without prior written approval by the NPS grant awarding official, make changes in the approved grant application or budget that would materially alter the scope of work described in the enclosed Summary of Objectives and Results and the Work-Cost Budget. The grantee assumes fiscal liability, without recourse to NPS, for all commitments that exceed the funds provided in the Grant Agreement.

The grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party. The execution of subcontracts shall not alter or modify the obligations of the grantee. However, the grantee may subcontract for performance of project-related work summarized in this Grant Agreement and described in the grantee's project application to NPS. All subcontracts are subject to prior written approval of NPS and, upon approval, become part of the Grant Agreement. Subcontracts also may not be changed without prior approval by NPS. The grantee remains fully responsible for the acts, omissions, or noncompliance of its subcontractors and of persons directly or indirectly acting for, or employed by, such subcontractors.

3. Period of Performance: All costs incurred during the grant period specified above must be billed to the National Park Service by **March 31, 2011**, or within 90 days after the completion of project work, whichever is sooner.

4. Payment: A SF-270, *Request for Advance or Reimbursement*, must be faxed to the NPS Grant Awarding Official for approval of payment requests. After NPS has notified the grantee that the payment request is acceptable, the grantee can then transmit the payment request on the SMARTLINK payment system. Payment of grant funds will then be made by SMARTLINK electronic transfer of funds to a specified bank account of the grantee.

In accordance with Treasury Circular No. 1075, all approved advance payments must be expended within 30 days of the receipt of funds. An SF272, *Federal Cash Transaction Report*, must be completed and submitted to NPS at the end of the 30 days documenting that the advanced funds have been liquidated.

5. Allowable and Eligible Costs: Expenses charged to grant funds may not be incurred prior to the beginning date specified above or subsequent to the grant end date, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget.

All expenses charged to the grant must be: directly related to the approved objectives and budget; eligible in accordance with OMB Circular A-87; and supported by approved contracts, purchase orders, requisitions, bills, or other evidence of liability consistent with generally established purchasing procedures and generally accepted accounting principles.

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If travel costs are charged to this grant, the grantee and its contractors must follow the travel policies in the Standardized Government Travel Regulations (41 CFR 101-7), and must not exceed these standard rates. All charges for grant-assisted travel must conform to OMB Circular A-87 standards. Vehicle charges are currently 50.5 cents per mile.

Prior to the expenditure of grant funds for equipment costing \$5,000 or more that is not listed in the enclosed budget, the grantee must submit a written request for written NPS authorization of each equipment purchase. The grantee agrees to keep a property inventory and to comply with the property management requirements of OMB Circular A-102 for all equipment purchased with grant funds.

6. Project Monitoring: The grantee agrees to maintain close liaison with NPS representatives throughout the grant period. NPS reserves the right to request meetings, upon reasonable notice, with grantee project staff at intervals during the course of project work. The grantee agrees to promptly notify the grant awarding official in writing should any of the following conditions become known:

- a) Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work.
- b) The need for adjustment to the project budget.
- c) Changes in the project budget or scope of work require the approval from the Chief of the NAGPRA program.

7. Interim and Final Project Reports:

- a) Interim Progress Report. An acceptable Interim Progress Report must be submitted to NPS during the grant period, with the Progress Report due not later than **September 30, 2010**.
- b) Final Project Report. An acceptable Final Progress Report must be submitted by **March 31, 2011**- or within 90 days after the completion of project work- **June 30, 2011**, whichever is sooner.
- c) Interim Reports and the Final Project Report must include the Standard Form 425, *Financial Status Report Short Form*, which is used to document financial obligations and outlays during the previous year.
- d) The final payment will not be approved until all work is completed and an acceptable Final Progress Report is received by NPS. Failure to submit acceptable progress reports by the dates specified, and in the format prescribed by NPS, may result in suspension of funds or other action.

The grantee shall furnish to NPS sample copies of any major publications, reports, studies, or similar materials that are produced with this grant assistance (see Grant Condition 16). This requirement covers major grant-assisted products and not routine correspondence or reports. NPS may request to review, comment upon, and approve any report resulting from this project prior to final issuance by the grantee.

8. Financial Audit. The grantee shall obtain an audit of grant expenditure records in accordance with OMB Circular A-133, which requires a Single Agency Audit for any grantee who expends at least \$500,000 of Federal grant funds (from all sources) in a fiscal year. Financial audits that include costs incurred for this grant (including nonfederal matching share) must be transmitted to

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the Federal Audit Clearinghouse, Data Preparation Division, U.S. Bureau of the Census, 1201 E. 10th Street, Jeffersonville, Indiana 47132. A reasonable proportion of the costs of an acceptable audit performed in accordance with OMB Circular A-133 may be charged to this grant. The Clearinghouse information can be completed on line. The web address for the Federal Audit Clearinghouse is: <http://harvester.census.gov/sac/>.

Simultaneously, the grantee must submit the audit reporting package and a signed copy of the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations, SF-SAC, to the National Park Service.

9. Record Keeping. The grantee must maintain the property, personnel, financial, procurement and other records and accounts pertinent to the funds awarded by this grant in accordance with 43 CFR 12. The grantee, and its contractors will permit on-site inspections by NPS representatives, and will effectively require employees and board members to furnish such information as, in the judgment of NPS representatives, may be relevant to a question of compliance with grant conditions and directives on the effectiveness, legality and achievements of project work.

10. Access to Records: The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, shall have access for the purpose of financial or programmatic review and examination to any books, documents, papers, and records of the grantee that are pertinent to the grant at all reasonable times during the period of retention provided for in OMB Circular A-102.

11. Acknowledgment of Federal Assistance and Disclaimer: An acknowledgment of NPS support and a disclaimer must appear in publications or informational material, including video or audio tapes, based on, or developed by, the grant. All consultants hired by the grantee must be informed of this requirement.

The acknowledgment and disclaimer shall state: "This material is based upon work assisted by a grant from the Department of the Interior, National Park Service, and the National NAGPRA Program. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the National NAGPRA Program."

The Service shall have a royalty-free right to republish any published material generated by this grant.

12. Proposals and products as public record. Any materials, documents, and information produced by this grant become part of the public record and are available to the public unless the grantee and the Service mutually agree in writing that disclosure of the data or information would be harmful or because disclosure of this information would be contradictory to tribal religious practices or customs. In such cases, the data or information may be held in confidence by the grantee. However, the grantee must still provide sufficient information to NPS to demonstrate compliance with Grant Conditions 7, 14, 15, and 16.

13. Compliance:

- a) The grantee and its subcontractors will comply with all applicable statutes and Executive Orders on equal opportunity (including Title VI, Section 504 and age discrimination), and this grant will be governed by the provisions of all such statutes and Executive orders, including enforcement provisions, as implemented by Department of the Interior regulations published in 43 CFR 17.
- b) The administration of this award must be accomplished free from conflict of interest, bribery, "kickbacks," cost-plus-a-percentage-of-costs contracts, and other procurement practices prohibited by OMB Circular A-102.

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- c) In accordance with Executive Order 12549 "Debarment and Suspension," the grantee and its subcontractors must not make any award or permit any award 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.

14. Suspension or Termination: Failure of the grantee to comply with any of the terms or conditions of this Agreement shall be deemed a material breach of this Agreement, and after written notice, NPS shall have every right and remedy under law to suspend, terminate, or annul this grant. This grant may be suspended or terminated for cause by NPS in accordance with OMB Circular A-102.

This grant may also be terminated by mutual agreement, which shall not affect any valid commitment of grant funds that, in the judgment of both NPS and the grantee, had become firm before the effective date of the termination. In addition, NPS will periodically review the project to determine progress, and reserves the right at those times after written notice to withdraw grant funds not already expended or under subcontract.

15. Scope of Work: The approved Summary of Objectives and Results to be performed with this grant award is as follows:

The grant objective is to conduct a reburial of ancestral human remains, currently held by the National Park Service, Delaware Water Gap National Recreation Area, Bushkill, PA. The proposed reburial will take place at the Delaware Water Gap. The grant will support travel for representatives from the tribe to attend the reburial as well as costs for ceremonial material. The reburial is planned in conjunction with the Delaware Nation of Oklahoma and the Stockbridge-Munsee Community.

16. Budget: The approved Work–Cost budget is summarized as follows:

Travel and Per diem	\$4,378
Other Costs	\$622
TOTAL	\$5,000

17. Deliverables: The following products produced with this grant assistance must be forwarded to the National Park Service with the Final Project Report (see Grant Condition 7):

Written report documenting the repatriation planning and activities, including copies of press releases, video footage and photographs deemed appropriate for public distribution.

18. Repatriation. No unassociated funerary objects, sacred objects, or objects of cultural patrimony will be repatriated until 30 days after publication of a notice of intent to repatriate in the *Federal Register*. No human remains or associated funerary objects will be repatriated until 30 days after publication of a notice of inventory completion in the *Federal Register*.

19. Lobbying Prohibitions. Costs associated with activities or any form of communication designed to influence in any manner a Member of Congress to favor or oppose any legislation or appropriation are unallowable as a charge to this grant. None of the funds awarded may be used to process any grant or contract documents which do not include the text of 18 U.S.C. 1913 prohibiting lobbying with appropriated funds. Recipients shall not use any part of the appropriated funds for any activity or for the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

20. Fundraising Costs: In accordance with OMB Circular A-102, Attachment B, Item 19, costs of fundraising are not eligible costs chargeable to the grant for reimbursement or as eligible nonfederal matching share contributions.