Overview:

What is the Revitalizing Montana’s Rural Heritage Project (RMRH)?

In 2019, the National Park Service (NPS) Historic Revitalization Subgrant Program granted the Montana State Historic Preservation Office (SHPO) funding to establish the RMRH. RMRH is a reimbursement grant available to rural property owners (properties in communities under 50,000 population as defined by the US Census Bureau) for the rehabilitation and repair of historic properties. RMRH’s goal will be to not only preserve significant cultural resources, but also foster economic development in Montana’s rural communities.

Available Funding for the RMRH Program:

A total of $350,000 in funding is available.

Cost Share:

Non-Federal cost share is required at a ratio of at least 60:40, meaning for every $60 of RMRH funds, the applicant must show $40 in cash or in-kind funding.

Estimated Number of Agreements to be Awarded:

SHPO anticipates awarding 7-10 grants through the RMRH program.

Estimated Amount of Funding Available Per Award:

An estimated range of $10,000-$100,000 of funding is anticipated for each award.

Application Due Date (Part 1): January 6, 2020

Applications must be postmarked by January 6, 2020. An applicant’s failure to meet an eligibility criterion by the time of the application deadline will result in the application being excluded from consideration. This includes but is not limited to late and incomplete application packages.

Anticipated Start Date:

Projects receiving funding through RMRH may start once funding has been secured, awards have been made, and plans and specifications have been approved by SHPO and NPS. Do not anticipate a start date for work expenses that would be reimbursed under this grant sooner than late Spring 2020.

Anticipated Term of the Agreement:

Agreement terms for funded projects are estimated to range between eighteen months and two years, depending on the negotiated project statement of work. No work done prior to an agreement is eligible for reimbursement. Agreements are not effective until fully executed with signature from SHPO.

Grant Agreement:

Grantees will be required to enter into a grant agreement with the State of Montana (SHPO) pursuant to the funded project.

Other Information:

- All work on projects funded with RMRH funds must comply with the Secretary of Interior Standards for the Treatment of Historic Properties (See Appendix A) whether or not all work is funded with RMRH dollars. This is true of work that is complete at the time of the RMRH application.

- Any historic property receiving assistance through the program will be required to place a preservation covenant/easement/agreement on the property ranging from 5 to 20 years determined by the grant amount, to
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• Any historic property receiving assistance not listed in the National Register of Historic Places (NR) will be required to prepare and submit a nomination to the NPS, in order for the property to be listed before the end of the grant project. The cost of hiring a professional historian to prepare the NR nomination is allowable under the RMRH program. SHPO encourages applicants to contract with experienced professionals with experience writing successful National Register nominations.

• Preparation of architectural/engineering plans and specifications may not exceed 20% of the total project cost.

• Projects funded under this program constitute “undertakings” as defined by Section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. 306108. Accordingly, after the grant is awarded, the National Park Service and SHPO will work with the grantee to complete the consultation process prior to receiving funds from their grant account. Depending on the project, additional federal and state reviews may be required under other laws including but not limited to, the Archaeological Resources Protection Act of 1979 (ARPA), the National Environmental Policy Act (NEPA), Native American Graves Protection and Repatriation Act (NAGPRA), the Montana Antiquities Act, and the Montana Environmental Protection Act (MEPA).

• Worksites must have a sign visible and legible from the public right-of-way acknowledging the National Park Service’s Historic Revitalization Subgrant Program paid for through the Historic Preservation Fund; and the Montana Historical Society’s State Historic Preservation Office. A template will be provided and sign design and text must be pre-approved by NPS and SHPO.

Eligibility Information

Eligible Applicants
In accordance with the National Historic Preservation Act as amended, 54 USC §300101, this funding opportunity is limited to:

• Public Entities (except federal agencies)
• 501-C3 Non-Profit Organizations
• Private Individuals and For-Profit Businesses
• Churches and Church-owned property (see qualifying details below)

Ineligible Applicants
• Federal agencies and federally-owned property

Eligible Project Properties

• Properties listed in the National Register of Historic Places (individually listed and contributors within historic districts)

• Properties not listed in the National Register, but determined eligible for listing through the RMRH application process.

• Properties located in areas defined as rural by the U.S. Census Bureau (less than 50,000)
  https://www.census.gov/quickfacts/
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**Allowable Costs**

All costs must be directly associated with a project that results in the physical restoration/rehabilitation of a historic property that will be completed in compliance with the *Secretary of Interior Standards for the Treatment of Historic Properties* and within the grant period.

- Planning and permits costs may be included in the overall project budget, but only as component parts of the project. RMRH-funded projects must be “bricks and mortar” preservation projects, not stand-alone planning projects.
- Supplies and materials costs necessary to complete the project. [Equipment is not allowable (see below).]
- Labor costs related to physical construction and/or conservation. All contractors must be chosen through a competitive procurement process.
- Consultant fees: Examples include historic preservation consultants, architects, engineers, conservators, etc. necessary to complete the rehabilitation project within the grant period. All consultants must be chosen through a competitive procurement process.
- Administrative costs directly associated with RMRH grant management, such as time spent preparing reports. Administrative costs may not exceed 25% of total project budget.
- Costs incurred to comply with the requirements of the grant, such as project insurance costs during the grant period and National Register nomination preparation.
- Travel directly tied to the grant assisted project and necessary to complete the project.
- Construction associated with accessibility issues, such as ADA compliance, when that construction is a component of a larger preservation project and falls within the footprint of the historic building/structure/object.

**What Is Not Funded**

- Landscaping or project costs associated with activities outside the footprint of the historic building/structure/object.
- Construction of new buildings or additions.
- Projects to rehabilitate/repair private residences. (RMRH funds are not intended for home-improvement projects. While some housing projects, such as apartment buildings and upper-story housing units in commercial buildings, will be considered, projects intended to restore, revitalize, or repair private individuals’ residences are ineligible.)
- Acquisition of collections or historic sites
- Conservation of collections
- Equipment, i.e. anything costing over $5,000 with an estimated useful life of more than one year, such as construction tools and machinery not integral to the long-term function of the building/structure/object. Equipment should not be confused with construction materials, such as concrete, roofing, electrical supplies, etc. Construction *materials* are allowable.
- Long-term maintenance or curatorial work beyond the grant period
- Reconstructing historic properties (recreating all or a significant portion that no longer exists)
- Moving a property or work on moved historic properties that are no longer eligible for listing in the NRHP
- Cash reserves, endowments, revolving funds, or fund-raising costs
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- Work performed prior to announcement of award
- Lobbying or advocacy activities
- Costs for work already completed or funded through other federal programs
- Miscellaneous costs, contingencies, reserves, and overhead, except for bonding, permitting, and National Register nomination costs
- Indirect costs

Program details

**What does RMRH fund?**

RMRH will provide substantial financial support to historically-sensitive preservation projects in the form of reimbursement grants. From a total pool of $350,000, RMRH will grant between $10,000 and $100,000 to selected projects in rural communities (less than 50,000 population) statewide. RMRH supports projects that will revitalize community anchors - properties that will in turn serve as catalysts for economic stability and growth in their communities.

All grant-funded treatments must comply with the Secretary of the Interior’s Standards for the Treatment of Historic Properties. (See Appendix A) All projects must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

**Applicants are required to show matching funds** at a 60:40 ratio to the grant amount, meaning that for every $60 of RMRH grant funding, the applicant must show $40 in cash and/or in-kind match funds. (See “Matching Share” section below for details about what qualifies as match.)

SHPO anticipates awarding selected project contracts in Spring 2020, and will reimburse those selected projects completed between the contract execution date and September 30, 2021.

Application Requirements

**Who can apply for RMRH grant funding?**

**Eligible Applicants**

**PUBLIC ENTITIES**

A public entity, i.e. the state, county, city/county combined government, incorporated city or town, school district, special improvement district, agency, instrumentality, or general purpose political subdivision of the state organized pursuant to law. (Note: Public entity grantees will be required to comply with Montana’s Public Contractor’s 1% Gross Receipts Tax laws)

**NON-PROFIT ORGANIZATIONS**

Non-profit organizations, including churches, certified by the Internal Revenue Service as tax exempt under Internal Revenue Code Section 501 (c) are eligible to apply. If you are uncertain of your IRS tax status, you can call the IRS toll free at 1-877-829-5500 and ask for an affirmation letter.

Public and non-profit applicants may apply on behalf of private owners or federal agencies, and are legally and financially responsible for ensuring that projects are carried out in accordance with RMRH policies, procedures, and contract requirements. The applicant’s relationship with a property owner shall take the form of a legally binding contract.
PRIVATE INDIVIDUALS AND FOR-PROFIT BUSINESSES

Private individuals and for-profit businesses may apply for RMRH funding for projects involving properties other than their private residence(s), but must provide at least three letters of support from local, statewide, or federal public entities and/or non-profit organizations.

Ineligible Applicants/Properties

FEDERAL AGENCIES

The RMRH projects may occur on federal lands only if an eligible entity, such as a friends group, serves as grant applicant and administrator.

PRIVATE RESIDENCES

RMRH funds are not intended for home-improvement projects. While some housing projects, such as apartment buildings and housing units in commercial buildings, may be considered, projects intended to restore, revitalize, or repair private individuals’ residences are ineligible.

What properties are eligible for RMRH funding?

National Register of Historic Places Designation

Properties considered for RMRH funding must be listed in the National Register of Historic Places (NR) either prior to, or prior to the completion of, the RMRH-funded project. The property’s designation or eligibility for listing must be determined in writing by SHPO. SHPO will take no unilateral action to nominate and list properties to the National Register; this is the applicant’s responsibility. Applicants can use RMRH funds to prepare the NR nomination.

Properties listed in the NR as “contributing” within historic districts are eligible for RMRH funding. Properties individually listed as National Historic Landmarks (NHL), or contributing to NHL districts, are listed in the NR by virtue of their NHL status.

Rural Properties

RMRH-funded projects must be located in rural places – communities or jurisdictions with fewer than 50,000 inhabitants as determined by the U.S. Census Bureau.

How will grant applications be evaluated (grant criteria)?

Both Part 1 and Part 2 RMRH applications will be scored according to the following criteria and rubric:

1. THE PROPERTY’S HISTORIC AND/OR ARCHITECTURAL SIGNIFICANCE. Applicants must convey the significance of the property for its association with (a) significant events or patterns of history, (b) significant persons, (c) significant achievements or representative examples of important architectural styles, trends, architects, or engineering; and/or (d) its potential to yield important research information/archaeology. (10 points)

2. THE FEASIBILITY OF THE WORK.

Applicants should explain how the project will be achieved within the budget and timeline allowable under the RMRH program. (10 points)

3. THE PROJECT’S ADHERENCE TO THE SECRETARY OF INTERIOR’S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES (See Appendix A).

Projects that focus on retention and repair of historic architectural features and reintroduction of failed or missing features based on documented or physical evidence will score higher than those that do not. (10 points)
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4. THE PROJECT’S ABILITY TO ADDRESS AN URGENCY, NEED, AND/OR THREAT TO THE PROPERTY AND COMMUNITY. (10 points)

5. THE PROJECT’S POTENTIAL TO YIELD SUSTAINABLE ECONOMIC BENEFIT TO THE COMMUNITY. (10 points)

6. THE PROJECT’S REPRESENTATION OF GEOGRAPHIC DIVERSITY STATEWIDE. (5 points)

7. CLG PREFERENCE.

Projects located within jurisdictions with established local historic preservation programs and designated as “Certified Local Governments” (5 points)

How do I apply for a RMRH grant?

RMRH has a two-part application process.

PART 1

Part 1 is a screening form on which applicants provide a broad proposal including but not limited to the following information:

• property owner and/or fiscal sponsor information;
• letters of support;
• historic and architectural information on the subject property;
• a general project description;
• short essay questions that address the evaluation criteria listed above;
• a preliminary budget;
• property owner’s consent to list the property in the National Register of Historic Places (if not already listed); and
• photographs and maps

Part 1 applications, available on the SHPO website, will be scored according to the RMRH criteria. SHPO will invite selected applicants to submit Part 2 applications.

PART 2

Applicants invited to complete a Part 2 application will provide more detailed project information that includes, but is not limited to the following information on the Part 2 form:

• A detailed budget including cost estimates and pledged match;
• detailed building treatment information;
• project feasibility;
• an explanation of how the project will fulfill RMRH’s broader mission or rural economic development and establishment of places that serve locals and draw visitors; and
• letters of support. (see “Letters of Support” section below)

RMRH’s review committee will score Part 2 applications based on the grant criteria listed above. SHPO will notify all Part 2 applicants of the success of their application, or otherwise. SHPO will establish grant agreements (contracts) with successful applicants.
Letters of Support

Applicants are encouraged to supply up to five letters of support with their grant applications. Applications on behalf of projects on private property (i.e., projects proposed on properties not owned by non-profits or public entities), must include at least three letters of support from separate non-profit or public organizations.

Letters of support indicate that someone other than you or your organization would like your project to thrive. Ask those who will use or stand to gain from the property once the project is complete. Ask those who will not directly benefit from the project but who support your vision. Letters that indicate a clear understanding and support of the scope of work of this grant application are best. Letters of support will not be accepted after the grant application deadline.

Letters of support should be included with your application, not sent separately by the letter authors. Please ask the authors to address letters of support to: RMRH Program, Montana SHPO, 1301 E. Lockey, Helena, MT 59601. Applicants should then collect the letters and include them as part of their application submittal.

Project Conditions

RMRH funds are provided by a one-time-only grant SHPO received from the National Park Service’s Historic Revitalization Subgrant Program. This federal money derives from the federal Historic Preservation Fund, and therefore all RMRH-funded projects must comply with the laws, rules, and regulations applicable to that funding source. These conditions are described in the Historic Preservation Fund Grant Manual. In addition, all RMRH projects must comply with all Montana State laws, rules, and regulations associated with state construction contracts.

Budget, Match, and Expense Requirements

Matching Share

RMRH is a reimbursement grant. Grants must be matched at a ratio of 60:40 (every $60 of RMRH grant funds with $40 of cash or in-kind match funds).

Matching share (or "cost sharing") represents that portion of total allowable project costs not borne by federal (including RMRH) funds. Cash or in-kind (non-cash) matching share may consist of:

- Charges incurred by the grantee as allowable project costs during the grant period.
- Costs financed with cash held by the grantee, contributed or donated to the grantee by other nonfederal third parties.
- Costs represented by services and real and personal property, or use of these, contributed or donated by nonfederal third parties during the grant period.

CASH MATCH

Cash match is actual money or an accounting transaction (not a donation of time or materials, nor in-kind contribution) that contributes to the completion of the project. Cost of work that does not meet RMRH guidelines or funds received from other federally-funded sources (such as CLG grants) cannot be used to meet the cash match requirement. Cash match can be raised from several sources. The “Dollars for Historic Preservation” handout from SHPO has a list that might help you locate sources for a cash match. The cash match must be used for work that is eligible for RMRH funding. It may not be used for new construction or any ineligible projects and costs.

IN KIND MATCH

In-kind contributions represent the value of noncash contributions provided by the grantee or nonfederal third parties.
In-kind contributions may consist of charges for the value of goods and services directly benefiting and specifically identifiable to approved objectives of the RMRH program and the project.

**MATCH CRITERIA**

All contributions, whether cash or in-kind, will be accepted as an eligible part of the grantee's matching share when such contributions meet all of the following criteria:

- Are verifiable from the grantee’s records;
- Are not included as matching contributions for any other federally-assisted program or any Federal contract (i.e., are not double counted);
- Are necessary and reasonable for proper and efficient accomplishment of approved grant objectives;
- Are incurred and contributed within the grant period;
- Are types of costs which are allowable under the RMRH grant program and applicable Federal cost principles;
- Are not paid by the Federal Government directly or indirectly under another assistance agreement unless authorized by Federal law to be used for cost sharing or matching;
- Are provided for in the approved grant agreement (contract); and
- Conform to other provisions of the RMRH program.

General principles for establishing the allowability of matching share are as follows:

- Either cash or in-kind contributions of goods, property, services, or combinations of these, can qualify for and meet matching share requirements when the basic guidelines (above) are met.
- In-kind contributions must be fairly valued and must be of such nature that, if RMRH grant funds had been used to pay for the contribution, the grantee would have incurred an allowable cost. In-kind contributions are eligible only to the extent that they represent actual necessary costs for which RMRH funds could be applied for project or program objectives. Any grant funds applied in excess of actual cost would constitute an unallowable profit.
- Following grant approval, all cash and in-kind contributions, including those applicable to grantees or subcontractors, must be recorded in the ledger accounts as grant costs when the in-kind services or goods are performed or received. Records, including required supporting documentation, of in-kind services performed or goods received must be maintained on a current basis.
- Grantees may choose to contribute matching share in excess of the minimum required 40 percent as part of the grant application.
  - The nonfederal share including any overmatch is subject to audit by the State of Montana and the federal government, as is the RMRH share.
  - The basis for determining the matching share charges for personal services, material, and equipment must be documented.
  - Matching share for multi-resource projects involving several contributing properties within historic districts must be directly related to the grantee's proposed grant work and must meet all the requirements of the RMRH program. Unrelated work or contributions outside the scope of eligible RMRH-assisted work does not qualify as matching share merely because it occurs within a historic district during the approved grant period.
Budgets

Budgets must contain a calculation or reference an estimate document that contains a calculation showing how the budget amount has been derived. Budgets also must include a line item for signage acknowledging the funding source, approved by SHPO and NPS, to be displayed so to be viewable from the street (see below).

Contingency

Contingency funding is not an allowable RMRH expense.

General Conditions

General conditions expenses are allowable costs under the RMRH program. “General conditions” refer to the part of a construction contract document in which the rights, responsibilities, and relationships are itemized for the contracting parties. Contractors often refer to the expenses associated with job site startup and supervision as general conditions. The expenses may include bonds, insurance, permits, temporary fences, temporary weather protection, trash disposal, and photographic records among other things.

Window Projects

The intent of this grant is preservation. SHPO and The Secretary of the Interior’s Standards recommend retention and repair of historic windows to the greatest extent possible. This program does not preclude in-kind replacement of missing or demonstrably failed historic windows. In such cases, we recommend applicants clearly demonstrate the basis of their decision to replace windows, and to demonstrate the historical basis of their choice of replacement units. The basis of replacement window design can be demonstrated with historic photos or photos of extant units.

Applicants invited to submit a Part 2 application must provide dimensioned drawings of historic units and proposed replacement units for side-by-side comparison. The Department of the Interior has guidance on what to include in a window replacement proposal.

Storefront Projects

SHPO and The Secretary of the Interior’s Standards recommend retention and repair of historic storefront assemblies to the greatest extent possible. This program does not preclude in-kind replacement of plate glass with insulating glass if this new work is compatible with the historic glazing framework. Missing or heavily altered historic storefronts can be restored using contemporary systems if historic systems are no longer being manufactured. Contemporary systems must be assembled in a historic configuration that matches the historic assembly’s configuration. In such cases, we ask applicants to demonstrate the historical basis of their storefront design. This can include historic photos drawings, and/or physical evidence.

Applicants invited to submit a Part 2 application must provide dimensioned drawings of any storefront replacement that is part of their project.

Direct and Indirect Costs

RMRH grant funds may be used only for direct costs. These are expenses that are directly attributable to the project only and not to a portion of the organization’s operation. All allowable expenses should be individually listed in the project budget. RHRH and matching funds may not be used for indirect costs. Indirect costs are defined as being the costs indirectly associated with grant administration, such as office overhead, supplies, accounting support, and the use of other equipment or services not otherwise included in the project budget.
Federal Employer Identification Number or Social Security Number

Businesses and non-profits applying for RMRH must provide the nine-digit employer identification number (EIN) assigned to the applicant organization by the IRS. For-profit applicants must provide their Social Security Number. Applicants provide this information on the Part 2 form.

Food, Hotel, and Mileage Costs

When integral to the project, travel costs may be reimbursed and/or used as match. Per Montana rules, the per-day total for food is $23 ($5 breakfast, $6 lunch, $12 dinner), and the maximum allowable lodging (hotel) cost is outlined in the table below:

<table>
<thead>
<tr>
<th>Primary Destination</th>
<th>County</th>
<th>Maximum Lodging Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard rate</td>
<td>All other counties not listed below</td>
<td>$96 plus tax</td>
</tr>
<tr>
<td>Big Sky/West</td>
<td>Gallatin/Park</td>
<td>Oct. 1 – May 30 = $113 plus tax</td>
</tr>
<tr>
<td>Yellowstone/Bozeman</td>
<td></td>
<td>June 1 – Sept. 30 = $225 plus tax</td>
</tr>
<tr>
<td>– High cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Helena – High cost</td>
<td>Lewis and Clark</td>
<td>$103 plus tax</td>
</tr>
<tr>
<td>Missoula</td>
<td>Missoula</td>
<td>$102 plus tax</td>
</tr>
<tr>
<td>Kalispell/Whitefish</td>
<td>Flathead</td>
<td>$96 plus tax</td>
</tr>
<tr>
<td></td>
<td></td>
<td>July 1 – Aug. 31 = $164 plus tax</td>
</tr>
</tbody>
</table>

Mileage is calculated according to the standard IRS rate of 58.0 cents per mile for the first 1,000 miles traveled in a calendar month (High Rate). For each mile driven over 1,000 miles in a calendar month the rate is 55.0 cents per mile (Low Rate).

Code-Related Construction

Building codes and security needs may require that the rehabilitation of historic buildings include the construction of new features such as elevators, ramps, structural reinforcement, fencing or the installation of alarm systems and lighting. Provided that the design and location of such new features are in keeping with appropriate preservation standards, such items can be included as part of a RMRH project. However, the emphasis and purpose of RMRH is for historic preservation. Projects intended exclusively to bring a building up to code (including life safety issues, electrical, plumbing, hazardous materials, etc.) or provide security systems without a historic preservation emphasis will generally not compete well in the grant review process.

Construction Contracting Requirements

Bonding

RMRH grantees must require labor and material payment bonds and performance bonds of your development (physical work) subcontractors. The performance bond is a statutory requirement (MCA 2017 18-2-201 thru 208) and requires construction contracts of more than $50,000 to deliver to the state, upon execution of the contract: A payment bond executed by a surety company authorized to do business in this state for the protections of all persons supplying labor and material to the contract or its subcontractors for the performance of the work provided for in the contract, AND a performance bond, executed by a surety company authorized to do business in this state, in an amount equal to the price specified in the contract.
Insurance Requirements

RHRH grantees and their subcontractors must carry appropriate insurance, with the State of Montana named as additional insured. State contracting regulations require that contractors (RMRH grantees), at their own expense, carry multiple types of insurance, including, but necessarily limited to the following types with at least the following limits:

- COMMERCIAL GENERAL LIABILITY INSURANCE: $1,000,000 per occurrence/$3,000,000 per aggregate
- COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage); OR Combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.
- PROFESSIONAL LIABILITY INSURANCE: $1,000,000 per occurrence/$3,000,000 per aggregate
- PROPERTY INSURANCE: replacement cost
- WORKERS COMPENSATION INSURANCE: as required under Montana state law MCA 39-71-118.

Conflict of Interest

If in doubt, err on the conservative side: conflict of interest can be real or perceived. A conflict of interest involves the abuse—actual, apparent, or potential—of the trust that people have in professionals. A conflict of interest is a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity. A conflict of interest exists if a professional’s objectivity and independence of judgment might reasonably be questioned based on the professional’s financial or personal interests or relationships. It is important to note that a conflict of interest exists whether or not decisions would in fact be affected by a personal interest; a conflict of interest requires only the potential for bias, not the likelihood.

Grant administrators cannot be hired as a subcontractor to perform any other task, technically or otherwise, within this RMRH project. i.e., the architect of record cannot also be the grant administrator or Grant Recipient Contact.

No person at any time exercising any function or responsibility in connection with the project on behalf of the Applicant Organization shall have or acquire any personal financial or economic interest, direct or indirect, that is materially affected by the contract, except to the extent that such person may receive compensation for this performance pursuant to the contract. A personal financial or economic interest includes, but is not limited to:

- any business in which the person has a direct or indirect monetary interest;
- any real property in which the person has a direct or indirect monetary interest;
- any source of income, loans, or gifts received by or promised to the person within twelve (12) months prior to the execution date of the contract; and/or
- any business in which the person is a director, officer, general, limited partner, or trustee.

Property Requirements

Protection of RMRH-funded Properties

A preservation agreement or covenant (See Appendix B) with SHPO will be placed on properties receiving RMRH funds to protect the property from alterations that would affect its historic character. Under the preservation agreement or covenant, review and approval of alterations that could affect the architectural appearance of the property, adversely affect the structural soundness of the property, or encroach on the open land area on the
property are mandatory, and based on *The Secretary of the Interior’s Standards*. The table below lists the type and duration of agreement based on the cumulative amount of federal funding a project is awarded.

<table>
<thead>
<tr>
<th>RMRH Grant Amount ($)</th>
<th>Time Requirement/Type of Document</th>
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<tbody>
<tr>
<td>1 -- 10,000</td>
<td>5-year preservation agreement formalized in a letter of agreement*.</td>
</tr>
<tr>
<td>10,001 -- 25,000</td>
<td>5-year covenant**</td>
</tr>
<tr>
<td>25,001 -- 50,000</td>
<td>10-year covenant.</td>
</tr>
<tr>
<td>50,001 -- 100,000</td>
<td>15-year covenant.</td>
</tr>
<tr>
<td>100,001 and above</td>
<td>20-year covenant</td>
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</tbody>
</table>

*Letter of Agreement (LOA) – A preservation agreement that is a contract document that binds the current owner to restrictions for a specific period of time.

**Covenant - A recorded document that is tied to the land and binds current and future owners for a specific period of time. RMRH funds may be used to pay for the processing and recording of covenants. (See Appendix B)

*Property protection requirements within the boundary of a historic district* – If the district is owned by a single entity, protection requirements will apply to the legal description of the entire district as submitted in the grant application.

**Public Access Requirement**

One stipulation in the letter of agreement or covenant as required above may be to grant public access to the RMRH-assisted property for the duration of the agreement or covenant. "Public Access" means that the general public can see the results of the RMRH investment of public funds.

As long as all the RMRH-assisted work is clearly visible from a public right-of-way, public access to the property is not required. Public access is also not required when interior development work (such as electrical or plumbing repairs) would not be visible if general access to property were to be provided.

When the grant-assisted work (interior or exterior) is not clearly visible from the public right-of-way, RMRH grant recipients must provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the property will be open to the public must be published annually and provided to SHPO.

In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with SHPO and in compliance with the Americans with Disabilities Act.

**Exceptions to Public Access Requirement.** SHPO may request permission from the National Park Service (NPS) to allow the State to withhold from disclosure to the public information relating the location or character of a historic resource whenever the disclosure of such information may incur substantial risk of harm, theft, or destruction to the resource. The State shall request written approval from NPS to withhold information from the public prior to recordation of the covenant or execution of the preservation agreement.

If an archeological site is not left in an excavated state and interpreted for the public, there are usually no visible features above the ground. Accordingly, public access to archeological sites may be restricted. However, public access may not be restricted if the site is being interpreted, the site is not fragile, or access needs to be provided to serious researchers.
Notification to the General Public of Access. For properties that are not open to the public except for the required 12 days per year, and where the improvements assisted by RMRH grant funds are not visible from the public way owners must agree as part of the covenant or preservation agreement to provide public notification by advertising in newspapers of general circulation in the community or area in which the property is located, giving the dates and times when the property will be open to the public.

The covenant or preservation agreement must include a statement that the owner will annually publish dates and times when the property will be open to the public (specific dates and times are not to be included in the preservation agreement). However, the owner must agree that documentation of such notice being published will be furnished annually to SHPO during the term of the covenant or preservation agreement.

**Public Acknowledgment of Funding Source, Disclaimers, and Project Signs**

In all publications, press releases, publicity, and similar materials funded by the RMRH grants program, a credit line should be included that reads: “This project is supported through a grant from the Historic Revitalization Subgrant Program as administered by the National Park Service, Department of Interior.”

In addition, the following sentence must be included in any publication or similar material funded through this program: "This material was produced with assistance from the Historic Revitalization Subgrant Program, administered by the National Park Service, Department of the Interior. 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.” Also, a copy of any printed or digital materials (e.g. brochure, signage, press materials) that includes the public acknowledgement of funding source should be provided to SHPO for file documentation.

Projects sites must also post a temporary project sign or banner. The sign must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term. All notifications must contain the following statement: “[Project Name] is being supported in part by a grant from the Historic Revitalization Subgrant Program from the Historic Preservation Fund administered by the National Park Service, Department of the Interior.” SHPO will provide a template for the sign. Sign costs are an eligible expense for RHRH grants.

**Americans with Disabilities Act**

All projects funded through RMRH must comply with all applicable legal requirements of the Americans with Disabilities Act (ADA). This Act provides, in part, for access by the disabled to properties and programs, including historic buildings and archaeological sites, as well as educational opportunities such as exhibits, conferences, and interpretive displays. Contrary to popular belief, historic buildings and sites are not exempt from the ADA. There may, however, be some variance allowed if the requirement is determined to negatively impact a significant feature.

**Project Administration Requirements**

**State and Federal Compliance**

All projects must comply with federal and state rules and regulations. For example, projects funded under this program constitute “undertakings” as defined by Section 106 of the National Historic Preservation Act, as amended (now located at 54 U.S.C. 306108). Accordingly, after the grant is awarded, the National Park Service and SHPO will work with the grantee to complete the consultation process prior to receiving funds from their grant account. Depending on the project, additional federal and state reviews may be required under other laws including but not limited to, the Archaeological Resources Protection Act of 1979 (ARPA), the National Environmental Policy Act (NEPA), and Native American Graves Protection and Repatriation Act (NAGPRA), and the Montana Environmental Protection Act (MEPA).
Grant Administration

Grant administration is the actual time and effort expended to manage your grant, including guiding the essential elements of the project such as submittals and deliverables. These costs may include direct costs, such as actual salary and benefits paid to an employee of the grant recipient for their time spent on grant administration. Verifiable grant administration costs are an allowable RMRH expense. The grant administrator and the project manager on a project cannot be the same person.

Grant Amounts Awarded

The minimum request amount for a RMRH grant is $10,000, and the maximum request amount for an RMRH grant is $100,000. This request limitation’s intent is to ensure that RMRH will result in several substantial, impactful projects across the state.

Grants as Taxable Income

A RMRH grant may or may not be considered taxable income or revenue to the Grant Recipient, the property owner, or other beneficiary of grant funds. However, SHPO is not authorized to provide legal advice on this issue. The Grant Recipient is advised to consult with their tax attorney or accountant.

Grant Contract Period

The RMRH grant period begins with the execution of the contract between the State of Montana (SHPO) and grant recipient. SHPO anticipates that contracts will be awarded in the Spring of 2020. All projects must be complete by September 30, 2021.

Grant Contracts

RMRH contracts are non-negotiable. It is the grantee’s responsibility to review the contract templates prior to application to be certain that any contractor is willing to go under contract with the terms of the RMRH contract.

Grant Payment Structure

RMRH grants are reimbursement grants. SHPO will reimburse allowable costs on a quarterly basis. Reimbursement requests must include a narrative report explaining the expenses incurred and project progress, and a “request for reimbursement form” that shows expenditures to be reimbursed, match funds, and all applicable receipts, invoices and supporting documentation.

Grantees will need to cover project costs until SHPO makes its quarterly reimbursement.

Hold Harmless and Indemnification

Every RMRH contract shall include a “hold harmless/indemnification” clause. A hold harmless/indemnification clause in a contract is a transfer mechanism where the contractor (in this case, the RMRH grantee) agrees to assume, by contract, the liability associated with the work performed or services provided.

Purchase of Equipment, Products, or Supplies

RMRH funds may not be used to purchase equipment. Products or supplies purchased as part of a grant-funded project must be dedicated solely to the performance of that project.
Guidelines for Procurement

Open, competitive bidding generally ensures that your project does not violate the Conflict of Interest term of the contract, and is a requirement for the RMRH program. Grantees must follow the rules outlined in CFR 200.317 through 200.326 when procuring materials, goods, and services. Generally, grantees must show multiple bids from qualified vendors for all goods and services. Contracts/purchases over $150,000 must follow appropriate sealed-bid procurement procedures, including a formal competitive bidding or RFP process, including publication of notice in a newspaper of general circulation in the project area at least twice in a 30-day period.

Subcontractors

Individual or Company hired by Grant Recipient to complete certain tasks. When hiring construction contractors such as general contractors, masonry experts, roofers, etc., there are several things that are required of the contractor prior to hiring that individual or company. These include certificates of insurance, labor and material payment bonds, and performance bonds. If a contractor is selected based on a competitive bid process, the grant recipient should select reasonable bids from individuals who can carry out the project according to the Secretary of the Interior’s Standards and Guidelines for the Treatment of Historic Properties and meet the expectations of the grant recipient and the RMRH. If the grant recipient is not confident that any of the bidders can do the work adequately, bids can be reopened according to a revised schedule. To avoid receiving bids from unqualified contractors, it is often helpful to establish pre-qualifications for prospective bidders.

Prevailing Wages

Contractors and subcontractors for RMRH projects must be paid in compliance with Montana’s prevailing wages according to the Montana Department of Labor and Industry’s Labor Standards.
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APPENDIX A

Secretary of the Interior’s Standards for the Treatment of Historic Properties

Rooted in over 120 years of preservation ethics in both Europe and America, the Secretary of the Interior’s Standards and Guidelines for the Treatment of Historic Properties are common sense principles in non-technical language. They were developed to help protect our nation’s irreplaceable cultural resources by promoting consistent preservation practices.

The standards may be applied to all designated properties: buildings, sites, structures, objects, and districts. It should be understood that the standards are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations; as such, they cannot in and of themselves be used to make essential decisions about which features of a historic property should be saved and which might be changed, but once an appropriate treatment is selected, the standards provide philosophical consistency to the work.

Determining the Appropriate Treatment Approach

There are standards for four distinct, but interrelated, approaches to the treatment of historic properties: preservation, rehabilitation, restoration, and reconstruction. Choosing an appropriate treatment for a historic building or landscape, whether preservation, rehabilitation, restoration, or reconstruction, is critical. This choice always depends on a variety of factors, including its historical significance, physical condition, proposed use, and intended interpretation. RMRH applicants invited to submit a Part 2 application will work with SHPO to determine which of the four approaches to the treatment of historic properties is appropriate.

RELATIVE IMPORTANCE

Is the building a nationally significant resource, a rare survivor, or the work of a master architect or craftsman? Did an important event take place in it? National Historic Landmarks, designated for their “exceptional significance in American history,” and many buildings individually listed in the National Register often warrant preservation or restoration. Buildings that contribute to the significance of a historic district but are not individually listed in the National Register more frequently undergo rehabilitation for a compatible new use.

PHYSICAL CONDITION

What is the existing condition, or degree of material integrity, of the building prior to work? Has the original form survived largely intact or has it been altered over time? Are the alterations an important part of the building’s history? Preservation may be appropriate if distinctive materials, features, and spaces are essentially intact and convey the building’s historical significance. If the building requires more extensive repair and replacement, or if alterations or additions are necessary for a new use, then rehabilitation is probably the most appropriate treatment. These key questions play major roles in determining what treatment is selected.

PROPOSED USE

An essential, practical question to ask is - will the building be used as it was historically, or will it be given a new use? Many historic buildings can be adapted for new uses without seriously damaging their historic character; special-use properties such as grain silos, forts, ice houses, or windmills may be extremely difficult to adapt to new uses without major intervention and a resulting loss of historic character and even integrity.

MANDATED CODE REQUIREMENTS

Regardless of the treatment, code requirements will need to be taken into consideration. Hastily or poorly designed, code-required work may jeopardize a building’s materials as well as its historic character. Thus, if a building needs to
be seismically upgraded, modifications to the historic appearance should be minimal. Abatement of lead paint and asbestos within historic buildings requires particular care if important historic finishes are not to be adversely affected. Finally, alterations and new construction needed to meet accessibility requirements under the Americans with Disabilities Act of 1990 should be designed to minimize material loss and visual change to a historic building.

**The Four Treatment Approaches**

PRESERVATION focuses on the maintenance and repair of existing historic materials and retention of a property’s form as it has evolved over time. (Protection and stabilization have now been consolidated under this treatment.)

REHABILITATION alters or adds to a historic property to meet continuing or changing uses while still retaining the property’s historic character. The National Park Service has online [Interpreting the Standards Bulletins](https://www.nps.gov/preservation/planyourvisit/standards-bulletins.htm) that elaborate on the ten Standards.

RESTORATION depicts a property at a particular period of time in its history while removing evidence of other periods.

RECONSTRUCTION is not eligible for this grant.

For more in-depth information on the Secretary of the Interior’s Standards and Guidelines for the Treatment of Historic Properties, visit: [NPS Treatment Guidelines 2017](https://www.nps.gov/preservation/planyourvisit/treatmentguidelines.htm).
Appendix B: Sample Conservation Easement Agreement

INTRODUCTION. This conservation easement agreement is made the ______ day of ______, [year], between [RMRH fund recipient], as GRANTOR of a conservation easement (hereafter referred to as the “Grantor”), and the [SHPO/Covenant Holder], as GRANTEE of the conservation easement (hereafter referred to as the “Grantee”). This conservation easement agreement is entered under Title 76, Chapter 6, Part 2, Montana Codes Annotated (2019) for the purpose of preserving the [Name of Property], a building that is important culturally, historically, and architecturally.

1. The Subject Property. This agreement creates a conservation easement in real estate legally described as _________________________. The Subject Property is the site of the [Name of Property], located at [Street Address, City, County, & State] (hereafter referred to as the “Property”).

2. Grant of conservation easement. In consideration of the sum of $______________ received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement in the Subject Property for the purpose of assuring preservation of the Property.

3. Easement required for Federal grant. This conservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Historic Revitalization Subgrant Program.

4. Conditions of easement:
   a. Duration. This conservation easement is granted for a period of fifty (50) years commencing on the date when it is filed with the ______________ [County Name] ______________ County Recorder.
   
   b. Documentation of condition of the [Property Name] at time of grant of this easement. In order to make more certain the full extent of Grantor’s obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character defining materials, features and spaces is incorporated as Exhibit “A” at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the floor plans. To complement Exhibit “A”, Grantee personnel have compiled a photographic record, including photographer’s affidavit, black and white photographs and negatives, color digital prints, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee’s conservation easement file for the Property.
   
   c. Restrictions on activities that would affect historically significant components of the Property. The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant interior spaces and features identified in Exhibit “A”, exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior’s Standards for the Treatment of Historic Properties (hereinafter referred to as the “Standards”).
   
   d. Restrictions on activities that would affect archeological resources. The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect
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historically significant archeological resources identified in Exhibit “A” without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior’s "Standards for Archeology and Historic Preservation".

e. **Maintenance of recovered materials.** The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the Standards for Archeology and Historic Preservation or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.

f. **Duty to maintain the Property.** The Grantor agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Subject Property, including the other structures or features of the site, according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.

g. **Public access.** The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

h. **Right to inspect.** The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this easement agreement are being observed.

i. **Anti-discrimination.** The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee [or State Historic Preservation Office if another organization is holding the easement].

j. **Easement shall run with the land; conditions on conveyance.** This conservation easement shall run with the land and be binding on the Grantor, its successors and assigns. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property, the Subject Property, or any part thereof.

k. **Casualty Damage or Destruction.** In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee’s prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the property, the Grantee determines that the features, materials, appearance, workmanship, and environment which made the property eligible for listing in the National Register of Historic Places has been lost or so damaged that its continued National Register listing is in question, the
Grantee will notify the Keeper of the National Register (or the SHPO if the Grantee is not the State) in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the property from the National Register. If the property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the property's removal from the National Register is deliberately caused by the gross negligence of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the property which will then be returned to the U.S. Treasury.

l. Enforcement. The Grantee shall have the right to prevent and correct violations of the terms of this easement. If the Grantee, upon inspection of the property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Property to reimburse the Grantee and the State Attorney General for all the State’s expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney’s fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

m. Amendments. The parties may by mutual written agreement jointly amend this easement, provided the amendment shall be consistent with preservation purpose of this easement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the _____________________ [County Name] County Recorder.

n. Effective date; severability. This conservation easement shall become effective when the Grantor files it in the Office of the Recorder of __ __[County Name] ___________ County, State , with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.

GRANTOR: ________________________________

By: ________________________________

Name and Title

STATE OF __________, ____________COUNTY, ss: On this day of [date], before me the undersigned, a Notary Public for said State, personally appeared Name of Person, to me personally known, who stated that he is Title and Organization, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

__________________________
NOTARY PUBLIC

GRANTEE: ________________________________
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By: ________________________________ Name and Title

STATE OF ___________ , __________ COUNTY, ss: On the __________ day of __________, [year], before me, a Notary Public for said State, personally appeared [Name of Person], who stated that he is the duly appointed and actively serving [Title and Organization], and that he executed the foregoing conservation easement agreement as his voluntary act and as the voluntary act of the Montana State Historic Preservation Office [or easement holder].

NOTARY PUBLIC ______________________