

City of Fayetteville Staff Review Form

2017-0289

Legistar File ID

6/20/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Andrew Garner

5/25/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant (17-CLG-04) in the amount of \$14,291, and approval of a budget adjustment to receive the grant funds.

Budget Impact:

| | | | |
|------------------------------------|-----|-----------------------------|--------------|
| 1010.630.6305-4309.01 | | General | |
| Account Number | | Fund | |
| 36024.1701 | | Historic Preservation Grant | |
| Project Number | | Project Title | |
| Budgeted Item? | NA | Current Budget | \$ - |
| | | Funds Obligated | \$ - |
| | | Current Balance | \$ - |
| Does item have a cost? | No | Item Cost | |
| Budget Adjustment Attached? | Yes | Budget Adjustment | \$ 14,291.00 |
| | | Remaining Budget | \$ 14,291.00 |

V20140710

Previous Ordinance or Resolution # RES 146-16

Original Contract Number: _____

Approval Date: _____

Comments:



CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 20, 2017

TO: Mayor; Fayetteville City Council

FROM: Andrew Garner, Planning Director

DATE: May 25, 2017

SUBJECT: Approval of a contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant (17-CLG-04) in the amount of \$14,291, and approval of a budget adjustment to receive the grant funds.

RECOMMENDATION:

Planning Staff recommends approval of a contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant in the amount of \$14,291, and approval of a budget adjustment to receive the grant funds.

BACKGROUND:

Planning staff has applied for and received a Certified Local Government (CLG) grant to pay for travel and training for the Historic District Commission and City staff. Funding has also been provided for research, writing, and presentation to the Arkansas State Review Board of a National Register of Historic Places nomination for the proposed Meadow and Spring Street Historic District. Funding has also been received for continued development of an historic structures database and story map website.

DISCUSSION:

Planning staff and the Historic District Commission have requested grant funding in the amount of \$790.94 for travel and training, \$8,500.00 to nominate the Meadow and Spring Street Historic District to the National Register of Historic Places and \$5,000.00 for continued development of the historic properties story map and website.

BUDGET/STAFF IMPACT:

A budget adjustment is proposed in the amount of \$14,291 for the City to receive the grant funds.

Attachments:

- Grant Award Letter and Email
- Certified Grant Agreement Documents
- Budget Adjustment Form



STATE OF ARKANSAS
ASA HUTCHINSON
GOVERNOR

April 28, 2017

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Dear Mayor Jordan:

I am pleased to inform you that Fayetteville has been awarded a grant of \$14,290.94 from the Arkansas Historic Preservation Program, an agency of the Department of Arkansas Heritage. The agency will be contacting you with details concerning the terms and conditions of the grant.

Congratulations and thank you for your commitment to the preservation of Arkansas's cultural historic resources. I look forward to the successful completion of your projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Asa Hutchinson", written over a horizontal line.

Asa Hutchinson

cc: Andrew Garner

Garner, Andrew

From: Catherine Barrier <catherine.barrier@arkansas.gov>
Sent: Friday, May 12, 2017 2:33 PM
To: Garner, Andrew
Subject: 2017-2018 Grant Agreement, etc.
Attachments: 17-CLG-04 Fayetteville.pdf; Appendix X CLG Grant Administration.pdf; di2010--debarment.pdf

Andrew:

Attached are your 2017-2018 CLG grant agreement, an explanation of basic requirements for CLG grant administration, and a debarment certification form. Please print out two copies of the CLG grant agreement, a copy of the grant administration essentials document, and the debarment form, have them signed and initialed by the appropriate people, and return them to our office by June 15th. We will return an executed copy of the grant agreement to you. Please read over the grant agreement and the grant administration essentials document carefully, as some provisions have probably changed since you last reviewed them. One thing you will want to pay special attention to is the language about the deadlines for the NR nomination and accompanying invoicing.

We will be moving to an online system of grants reporting and invoicing beginning with this grant cycle, and I will be holding a training on that in June or early July. The first report is not due until October. If you need to invoice before I get a training together, please call me and I will walk you through the process. I apologize for the delay in holding the training, I am busy trying to pull together our statewide planning process and reopen our grant applications and am trying to find a place to fit that in.

We have not yet gotten our grant from the Park Service to fund these grants, so I'm not going to be able to process any invoices yet. I will let you know just as soon as those funds come through.

Let me know if you have any questions or see anything that needs correcting—

Catherine

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 17-CLG-04

This agreement is entered into between the City of Fayetteville, Arkansas, hereinafter referred to as the City, and the Arkansas Historic Preservation Program, hereinafter referred to as AHPP. AHPP agrees to provide a grant in the amount of **\$14,290.94** for the purpose of funding commissioner and staff training expenses, a National Register of Historic Places nomination for the Meadow and Spring Street Historic District, and continued development of an historic structures database and Story Maps website.

THIS GRANT IS FOR THE ACCOMPLISHMENT OF THE PURPOSE, OBJECTIVE AND SCOPE OF WORK HEREIN DEFINED.

I. SCOPE OF WORK

- A. The City will fund commissioner and staff training expenses.
\$790.94 is designated for this activity.
- B. The City will fund research, writing, and presentation to the Arkansas State Review Board of a National Register of Historic Places nomination for the Meadow and Spring Street Historic District (“nomination”).
\$8,500 is designated for this activity.
- C. The City will fund the continued development of an historic structures database and Story Maps website.
\$5,000 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on May 15, 2017, and shall extend until September 30, 2018. No grant funds shall be expended by the City or its subgrantees or assigns after September 30, 2018.

III. PAYMENTS

- A. Payments of funds under this grant agreement will be made upon receipt of invoices requesting reimbursement of expenses within the scope of this agreement paid by the City within the time frame of this agreement or advances of expenses anticipated to be incurred before or within thirty days after receipt of funds requested.
- B. No invoice for an advance received after August 15, 2018, will be processed.
- C. No invoice for reimbursement received after October 15, 2018, will be processed.

D. Payments under this grant agreement are conditioned on successful completion of the grant project. If an element described in the scope of work is not completed within the time frame of this agreement, all funds paid under this grant agreement relevant to that element must be returned to AHPP.

IV. SCHEDULE

The nomination task will be completed, and funds related to this task may be disbursed, according to the following schedule:

A. A draft nomination form and all associated supporting materials as specified in the appendices to this agreement will be submitted for review by AHPP no later than November 15, 2017. An invoice for an advance or reimbursement of \$3,500 may be submitted after the draft is submitted to AHPP.

B. A final nomination form and all associated supporting materials, incorporating any changes requested by AHPP after its review of the draft, will be submitted no later than January 12, 2018. An invoice for an advance or reimbursement of \$3,500 may be submitted after the draft is accepted as complete by AHPP.

C. The nomination will be presented by a representative of the City to the Arkansas State Review Board on or before April 4, 2018. An invoice for \$1,500 may be submitted after this presentation is made.

V. AHPP RESPONSIBILITIES

AHPP staff agrees to make periodic reviews of the project to review practices and products. AHPP reserves the right to enforce the procedures as outlined in this contract. AHPP agrees to make available advice and counsel necessary to accomplish the objectives and to render compensation upon invoice within a reasonable time frame.

VI. REPORTING REQUIREMENTS

A. The City will submit quarterly reports detailing programmatic and fiscal progress of work on forms to be provided by AHPP on:

| | |
|------------------------|------------------|
| May-September, 2017 | October 16, 2017 |
| October-December, 2017 | January 16, 2018 |
| January-March, 2018 | April 16, 2018 |
| April-June, 2018 | July 16, 2018 |
| July-September, 2018 | October 15, 2018 |
| FINAL | October 31, 2018 |

B. The report of April 16, 2018 will be accompanied by a timeline for completion of

the project and spend down of project funds by the end of the grant term.

- C. If changes in the grant agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP.
- D. No funds will be disbursed if grant reporting is more than two weeks delinquent.
- E. Failure to submit grant reports within one month of the date required herein shall be grounds for cancellation of the grant at the discretion of AHPP.
- F. The City will submit a final project report detailing all completed projects and including copies each of all publications as per the requirements of this agreement no later than October 31, 2018.

VII. REQUIRED TRAINING

Disbursement of funds under this agreement is contingent on attendance by a designated representative of the City at a training session on grant administration requirements held by AHPP.

VIII. COMPLIANCE

- A. Certified Local Government grants are funded by the National Park Service Historic Preservation Funds in Aid, CFDA number 15.904. All policies and procedures of the Department of the Interior, the National Park Service, and all other Federal regulations concerning expenditures of Federal funds must be followed by AHPP and all subgrant recipients. All grant projects will be administered by AHPP in accordance with the Historic Preservation Fund Grants Manual. The City must maintain efficient and effective accountability and control of all funds received and expended under a subgrant from AHPP.
- B. The City must supply AHPP with evidence of compliance with Federal competitive procurement requirements for professional services and subcontractors prior to reimbursement. This evidence includes, among other things, copies of solicitations for bids or other similar solicitations and proof of publication of these solicitations.
- C. All products and projects funded by grant funds must comply with the applicable Secretary of the Interior's "Standards". These include: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and

Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards. See Appendices A-E.

- D. **PROJECT EXECUTION AND CONTRACT REQUIREMENTS:** All projects and consulting contracts funded through this grant agreement must be carried out in accordance with the procedures and standards laid out in the applicable appendices to this agreement. All work products funded through this grant must meet the standards laid out in the applicable appendices to this agreement.
- E. **EASEMENTS:** The City will donate to AHPP a conservation easement on the property of any historic structure(s) being restored, rehabilitated, or repaired as a part of any project(s) utilizing ten thousand dollars (\$10,000) or more of AHPP funds. On such projects involving private properties, it will be the City's responsibility to secure this easement for donation to AHPP before any grant funds are released.

IX. MANAGEMENT AND BUDGET GUIDELINES

The City must assure and certify that it will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally-assisted project, as contained in attachment G of OMB circular A-102. Also the City assures and certifies that:

- A. The City will comply with and administer the project in conformance with the Civil Rights Act of 1964 (Public Law 88-352), as amended; as well as 43 CFR 17 and Part 506 of the Department Manual issued by the Department of the Interior; and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against the handicapped. Title VI of the Civil Rights Act of 1964 stated that no person will, on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this agreement;
- B. In all hiring or employment made possible by or resulting from grant awards, the City (1) will not discriminate against any employee or applicant from employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. This requirement applies to, but is not limited to, the following: employment promotion, demotion, or transfer; recruitment or other recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City and its subgrantees will comply with all applicable statutes and Executive orders on equal employment opportunity and grant awards will be

governed by the provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17;

- C. The City will give AHPP and the National Park Service or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant;
- D. The City must comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.
- E. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
- F. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, the AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in OMB Circular A102, attachment C, for at least three (3) years or until all claims or audit findings have been resolved.
- H. Lobbying with appropriated funds. Historic Preservation Fund grants must conform to provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress be used directly or indirectly to pay for any personal services, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, through the proper official channels, requests for legislation OPR appropriation which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to NPS assisted grants.
- I. The City must submit acceptable Federal and non-Federal share supporting documentation prior to reimbursement.
- J. In addition to the terms detailed in this grant agreement, all Federal requirements governing grants (Office of Management and Budget Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable.

X. PUBLICATIONS AND PUBLIC INFORMATION

- A. An acknowledgment of National Park Service and the Arkansas Historic

Preservation Program support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows: *The activity which is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, Department of the Interior, administered through the Arkansas Historic Preservation Program, an agency of the Department of Arkansas Heritage. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the Arkansas Historic Preservation Program.*

- B. Press releases, publications, and other public dissemination of information by the City made possible by a grant shall acknowledge National Park Service, Department of the Interior, Arkansas Historic Preservation Program, and Department of Arkansas Heritage grant support.
- C. Posters, brochures, program literature, and publications will include the following statement: *This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.*
- D. A minimum of three full-color printed copies and two digital copies of any publication (as appropriate to the medium), will be furnished to AHPP, which will transmit two copies to the National Park Service.
- E. All printed material (publications, brochures, etc.) will be printed on recycled paper using soybean ink in accordance with Executive Order #90-1.
- F. The City agrees to the right of the AHPP director to review and comment on art set-up, written narrative of any printed material, and audio visual material produced by the grant prior to final printing or production and distribution.
- G. Drafts of all publications, reports, audio-visual material, and other material subject to distribution, publication, or display must be submitted to AHPP for approval prior to production, publication, public display or general distribution.

XI. LIMITATION OF LIABILITY

AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a subgrant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 SFR 1910).

XII. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

- A. The City requests project cancellation.
- B. The City fails to initiate its process for the solicitation of bids, or the equivalent, for project work within 60 days of execution of this grant agreement or notification of funds availability, whichever is later, otherwise fails to pursue project work in a timely fashion, or fails to adequately pursue project objectives.
- C. The City initiates work prior to receipt of written notification of project approval.
- D. Project work is found not to be in conformance with conditions as stated in the grant agreement and appendices.

XIII. AMENDMENTS

This agreement may be amended upon written request and approval by both parties.

XIV. APPROVAL OF AHPP

The City of Fayetteville is aware that this grant is contingent upon approval of AHPP and the availability of funds; and agrees that no work will begin on the project until written approval from AHPP is received.

SIGNATURES

Marian Boyd
Interim Director, AHPP
Deputy State Historic Preservation Officer

City of Fayetteville Signature

Name (printed)

Title

Date

Date

APPENDIX A: Historic Resources Survey and Documentation

The production of surveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any contract for survey and documentation services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and comments and will not publish such announcement or request until comments been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of historic sites survey work in the proposed area, proposed boundaries for the survey work, etc., prior to engaging a contractor for survey work funded under this agreement.
5. The City will ensure that any contractor engaged for survey and documentation services funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (36 CFR Part 61) in History and/or Architectural History.

B. CONTRACTOR'S RESPONSIBILITIES

1. Prior to commencing any work under the contract, any contractor who has not attended a training on the required procedures for historic sites surveys taught by the AHPP National Register Survey staff within five (5) years prior to the survey initiation date must attend a training class on the procedures required

for historic site survey. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

2. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.
3. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product.
4. The contractor must design and complete the survey and produce a survey report in accordance with the National Park Service Historic Preservation Fund Grants Manual Chapter 6, Section H, 2a-e and 3b and/or d as applicable and the Secretary of the Interior's Standards for Identification for Intensive Surveys (see at https://www.nps.gov/history/local-law/arch_stnds_0.htm). The survey report should, at minimum, contain the following elements:
 - Survey methodology
 - A brief historic context specific to the area surveyed
 - A brief overview of historic resource types within the area surveyed
 - Maps outlining the boundaries of the area surveyed
 - Tables listing addresses or other locations of properties surveyed, resource numbers supplied by AHPP, and data relevant to evaluation of National Register eligibility, such as date of construction, property condition and architectural integrity, vacant lots, etc.
 - Maps locating properties by resource number and address
 - Language collected on Arkansas Architectural Resources Forms should be provided with the survey report in an organized, sortable, searchable, digital format, such as a database, spreadsheet, GIS data, or similar data file.
5. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.

6. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared summarizing its history and any obvious changes to the building that appear to have occurred since its construction.
7. The contractor will take color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs will be provided by the Contractor. These photographs will be submitted with the final survey product in both electronic and print form.
8. The contractor will provide UTM coordinates for each property.
9. To ensure efficient production of a quality product and to reduce the burden of repeated reviews, in projects involving inventory and documentation of more than 30 properties, the contractor will provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.
10. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the historic site survey or form completion, including but not limited to archival research, and photographs, to AHPP on request.
11. The contractor will grant an irrevocable license for royalty-free use of any and all work product provided to the City or AHPP under a contract subject to this grant agreement in any publication, project, or other work produced by the City, any unit of the State of Arkansas, the Federal Government, or any employee, person, or organization under contract to the City, AHPP, any unit of the State of Arkansas or the Federal Government for the purpose of producing such a work, in furtherance of the mission of the City, AHPP, or other governmental agency.
12. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.
13. The contractor will provide own transportation and equipment.
14. For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property.

15. The contractor will provide one full-color copy and one digital copy of the final survey report and forms to the City and one full-color printed copy and two digital copies of the survey report and forms to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site surveys. This class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.
5. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX B: National Register/Arkansas Register of Historic Places Nominations

The production of nominations of historic structures, sites, etc., for listing on the National or Arkansas Registers of Historic Places funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any contract for services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of preparation and submission of National or Arkansas Register of Historic Places nominations prior to engaging a contractor for preparation of nominations funded under this agreement.
5. The City will ensure that any contractor engaged for the preparation of National or Arkansas Register of Historic Places nomination preparation services funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (36 CFR Part 61) in History and/or Architectural History.

B. CONTRACTOR'S RESPONSIBILITIES

1. It is required that the contractor complete a National Register of Historic Places or Arkansas Register of Historic Places nomination form for the historic property or properties in compliance with all applicable AHPP or National Park Service standards and guidance for nomination form completion.
2. The contractor will take color digital photos of the historic property in the field. In the case of a proposed historic district, representative streetscape photos will be provided by the Contractor. All photographs submitted must meet the National Park Service standards in *National Register Bulletin 16A: How to Complete the National Register Registration Form*.
3. The contractor will label all photographs to be included with the completed National or Arkansas Register of Historic Places nomination according to the National Park Service instructions.
4. The contractor will also need to locate the property on a United States Geological Survey Map and provide UTM coordinates for the historic property or district.
5. The contractor will be responsible for on-site presentation of information sufficient to fully support a recommendation for or against listing of the proposed historic district or property to the AHPP State Review Board at the earliest meeting following completion and staff approval.
6. Any contractor who has not submitted an accepted National Register or Arkansas Register of Historic Places form in the last five (5) years must attend a training class on completing National or Arkansas Register of Historic Places nomination forms. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of National Arkansas Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
7. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing the nomination, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
8. The contractor will grant an irrevocable license for royalty-free use of any and all work product provided to the City or AHPP under a contract subject to this grant agreement in any publication, project, or other work produced by the City, any unit of the State of Arkansas, the Federal Government, or any employee, person, or organization under contract to the City, AHPP, any unit of the State of Arkansas or the Federal Government for the purpose of producing such a work, in furtherance of the mission of the City, AHPP, or other governmental agency.

7. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.
8. The contractor will provide his or her own transportation and any equipment necessary to completion of the nomination forms and presentation to the Arkansas State Review Board.
9. The contractor must work outside in extreme temperatures and provide proper attire for the weather conditions.
10. The contractor will perform all services and provide all materials to be produced under the contract in consultation with AHPP.
11. The contractor will conduct meetings with AHPP as required to complete the project.
12. The contractor will provide one full-color printed final clean copy nomination and attachments, including digital photographs, and one digital copy of any nominations created to the City and three full-color printed copies of the final clean copy nomination and attachments, including digital photographs, and two digital copies of any nominations to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to any previously completed architectural resource forms in its possession for all buildings included in the contract for services.
2. AHPP will provide a one-day training class at the AHPP offices in Little Rock contractor on the proper and thorough completion of National and Arkansas Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
3. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX C: Design Guidelines and Preservation Plans

Preparation of design guidelines and/ or preservation plans funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any contract for services funded under this agreement include duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will submit a draft copy of the design guidelines to AHPP for review, comments, and approval prior to printing, and will not give final approval to the product or proceed with final printing of the document until approval has been received by AHPP or fourteen (14) business days have elapsed since the date on which draft design guidelines have been received by AHPP.
5. The City will ensure that any contractor engaged to prepare design guidelines or preservation plans funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (36 CFR Part 61) in History, Architectural History, or Historic Architecture.

B. CONTRACTOR'S RESPONSIBILITIES

1. The contractor will design and complete a preservation plan or plans, when applicable, in accordance with the Secretary of the Interior's Standards and Guidelines for Preservation Planning (see at https://www.nps.gov/history/local-law/arch_stnds_0.htm).

2. The contractor will draft design guidelines, when applicable, that include, at minimum:
 - a. A summary of the City's ordinances, procedures, and bylaws relating to work regulated by the City's Historic District Commission;
 - b. Maps describing the boundaries of any local or National Register historic districts in which work is regulated under authority of the Arkansas Historic Districts Act, A.C.A. § 14-172-20, et seq., and local ordinance;
 - c. A list of addresses within such historic districts;
 - d. A history of the City as it provides historic context for any such local historic districts, National Register of Historic Places districts, or the City as a whole;
 - e. An overview of the architectural styles prevalent in the local historic districts within the period of significance as described in the most recent historic resources survey and/or nomination previously approved by the City's Historic District Commission;
 - f. The text of the Secretary of the Interior's Standards for Rehabilitation, as codified at 36 CFR 67.
 - g. Illustrated design guidance addressing appropriate rehabilitation of and additions to historic structures and sites and construction or development of appropriate infill structures and sites that addresses all historic architectural styles, periods, and methods of construction specific to the local districts.
3. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
4. The contractor will grant an irrevocable license for royalty-free use of any and all work product provided to the City or AHPP under a contract subject to this grant agreement in any publication, project, or other work produced by the City, any unit of the State of Arkansas, the Federal Government, or any employee, person, or organization under contract to the City, AHPP, any unit of the State of Arkansas or the Federal Government for the purpose of producing such a work, in furtherance of the mission of the City, AHPP, or other governmental agency.
5. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.
6. The contractor will provide one full-color printed final clean copy of the design guidelines and attachments and one digital copy of the design

guidelines and attachments created to the City and three full-color printed copies and two digital copies to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
2. AHPP will provide access to any nominations or other background research or information relevant to the project as necessary for project completion.

APPENDIX D: Rehabilitation Work to Historic Properties

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any contract for services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will submit plans and specifications to AHPP for all proposed work that is part of any project funded by this grant that would make any material alteration in any feature of any property listed on or eligible for listing on the National Register of Historic Places, either individually or as a contributing feature in a district. The City will not begin any such work until approval has been granted by AHPP.
5. The City will ensure that the Contractor performs all work in compliance with the plans and specifications as approved by AHPP.
6. All products and projects must comply with the applicable Secretary of the Interior's *Standards for the Rehabilitation of Historic Properties*. The *Standards* are:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. CONTRACTOR'S RESPONSIBILITIES

1. The Contract will perform all work in compliance with the plans and specifications as approved by AHPP.

2. All products and projects must comply with the applicable Secretary of the Interior's *Standards for the Rehabilitation of Historic Properties*. The *Standards* are:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible

with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

3. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
4. The contractor will grant an irrevocable license for royalty-free use of any and all work product provided to the City or AHPP under a contract subject to this grant agreement in any publication, project, or other work produced by the City, any unit of the State of Arkansas, the Federal Government, or any employee, person, or organization under contract to the City, AHPP, any unit of the State of Arkansas or the Federal Government for the purpose of producing such a work, in furtherance of the mission of the City, AHPP, or other governmental agency.
5. The contractor must be able to comply with deadlines set forth in the contract between the City and the Contractor.
6. The contractor must erect a project sign acknowledging the assistance of the Department of the Interior, the National Park Service, the Department of Arkansas Heritage, and AHPP at the project site.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to any previously completed architectural resource forms or architectural plans in its possession for all buildings included in the contract for services.
2. AHPP will review and approve or comment on all plans and specifications submitted by the City within 14 business days of submission of plans and specifications that allow for a clear and complete understanding of the scope and detail of the project.
3. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX E: Other Consultant Contracts and Products

The production of surveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any contract for services funded under this agreement includes duties and tasks as described in this contract and appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and comments and will not publish such announcement or request until comments been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will ensure that any contractor engaged for work funded under this agreement meets the applicable Secretary of the Interior's Standards for Professional Qualifications (36 CFR Part 61) as determined in consultation with AHPP.

B. CONTRACTOR'S RESPONSIBILITIES

1. The contractor will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) *Standards and Guidelines for Preservation Planning*, 2) *Standards and Guidelines for Identification*, 3) *Standards and Guidelines for Evaluation*, 4) *Standards and Guidelines for Registration*, 5) *Standards and Guidelines for Historical Documentation*, 6) *Standards and Guidelines for Architectural and Engineering Documentation*, 7) *Standards and*

Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.

2. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the contract, including but not limited to archival research, and photographs, to AHPP on request.
3. The contractor will grant an irrevocable license for royalty-free use of any and all work product provided to the City or AHPP under a contract subject to this grant agreement in any publication, project, or other work produced by the City, any unit of the State of Arkansas, the Federal Government, or any employee, person, or organization under contract to the City, AHPP, any unit of the State of Arkansas or the Federal Government for the purpose of producing such a work, in furtherance of the mission of the City, AHPP, or other governmental agency.
4. The contractor must be able to adhere to set deadlines and provide initial and completed drafts by the dates set forth in contract documents.
5. The contractor will provide own transportation and equipment.
6. The contractor will provide one full-color copy and one digital copy of the work product, as applicable, to the City and one full-color printed copy and two digital copies of the work product, as applicable, to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide access to other AHPP files to the contractor as necessary for project completion.
5. AHPP will provide technical assistance to the contractor as necessary for project completion.

Certified Local Government Grant Administration--Essentials

Good management of grant awards is a benefit to Certified Local Government grant recipients and important to the continuation of the CLG grant program.

Clear expectations of the roles and responsibilities of AHPP and grant recipients ensures that grant projects are completed on time and funding for projects is supplied to CLGs quickly and easily. Keeping lines of communication open through up-to-date reporting ensures that AHPP staff can offer assistance when it is needed to help solve problems. Good accounting practices and funds management ensure that the project budget stays on track and that AHPP staff is contacted if budget problems arise.

CLG grants are funded through AHPP from a grant from the National Park Service. AHPP receives a significant portion of its budget from the National Park Service and must pass on at least 10% of its budget to CLG program participants as grants. AHPP is responsible for ensuring grant awards and the administration of these grants by CLGs comply with National Park Service requirements and regulations. Failure to comply with these requirements can result in the loss of NPS funding. Therefore, AHPP needs to be able to ensure that grant funds are spent successfully within the grant period.

The grant agreement contains provisions that are designed to encourage good management of grant awards. This Appendix is intended to explain some basic terms of the grant agreement that are essential to the administration of a CLG grant. Please read over the terms and instructions, initial each section, and sign at the end of this Appendix. Return this Appendix with the contract. AHPP will return a copy with the executed contract, so you will have a copy for your reference.

Scope of Work

The Scope of Work describes what projects or tasks the grant is intended to fund and how much money can be spent on each project.

Section I: Scope of Work may contain multiple tasks labeled A, B, C, and so on. Each of these is assigned a certain budget amount. This is the total amount that should be spent on this task. _____

If additional funds are needed for one task, AHPP staff should be contacted to discuss a grant amendment. Funds should not be spent on any activities not directly related to those tasks described in the Scope of Work. _____

Spending funds on activities not described in the Scope of Work may result in cancellation of the grant and require the return of all grant funds received. _____

Time Frame of Agreement

The Time Frame of the agreement is defined by the National Park Service. It cannot be amended or waived by AHPP.

Grant funds cannot be spent before or after the time period described in Section II: Time Frame of Agreement. _____

The entire grant amount MUST be spent prior to September 30, 2018. Any funds not spent prior to September 30, 2018, must be returned to AHPP. _____

If you received a grant and do not complete your grant project within the grant term, you will have to return the grant money.

Invoicing

Invoicing practices are intended to keep project accounting in compliance with NPS regulations.

AHPP can only process two types of invoices. The first are applications to reimburse a CLG for money that has already been spent on grant tasks. The second are applications to advance money to a CLG for expenditures that the CLG expects to make within 30 days of receiving the check. It typically takes at least three weeks from the time AHPP receives an invoice until a CLG receives a check, so plan accordingly.

Proof that either 1) an A-133 Single Audit has been obtained by the City or 2) a statement that the City was not required to obtain an A-133 Single Audit must be supplied to AHPP before invoices can be submitted. An A-133 Single Audit is an audit required of cities that receive more than \$750,000 in federal grant assistance. Your city grants or other financial officer should be able to provide you with the documents you need to fulfill this requirement. For your reporting purposes, our CFDA for our Historic Preservation Fund Grants in Aid is 15.904.

No invoices for expenses incurred after September 30, 2018, will be processed.

No invoices for advances received after August 15, 2018, will be processed.

No invoices for reimbursement received after October 15, 2018, will be processed.

Grant Administration Training

Good grant administration starts with an understanding of grant administration requirements. We want to help you avoid time-consuming mistakes or potential endangerment of grant funding.

A designated representative of the City must attend a training session on grant administration requirements before grant funds can be released. Attendance can be in-person or through an online training session.

Reporting

Grant reporting helps grant recipients and AHPP keep track of project budgets and progress. Prompt reporting can alert AHPP to potential problems so staff can be of assistance. AHPP is required to maintain complete reports with supporting documentation and any project publications or other products.

Quarterly reports detailing project progress and money spent must be submitted on the following schedule on forms supplied by AHPP:

| <i>Time Period</i> | <i>Report Due</i> |
|------------------------|-------------------|
| May-September, 2017 | October 16, 2017 |
| October-December, 2017 | January 16, 2018 |
| January-March, 2018 | April 16, 2018 |
| April-June, 2018 | July 16, 2018 |
| July-September, 2018 | October 15, 2018 |
| FINAL | October 31, 2018 |

The report due April 16th, 2018, should be accompanied by a timeline for completion and a spending plan for the rest of the grant term.

To ensure that grant projects and spending stay on track, AHPP staff needs to be kept aware of the project progress. Therefore, CLGs whose grant reporting is more than two weeks overdue will not be able to submit invoices.

Failure to submit complete reports within one month of the date required will be grounds for cancellation of the grant at the discretion of AHPP.

Grant reports will not be considered complete without supporting documentation. This should include invoices and cancelled checks for expenditures. It should also include copies of any advertisements for and copies of solicitations for bids or RFPs/RFQs, and contracts for services entered into since the last quarterly report.

A final grant report detailing all completed projects and including required copies of publications and other project products should be submitted no later than October 31, 2018.

Federal Grant Funds Requirements

CLG grants are funded by the National Park Service’s Historic Preservation Fund (HPF). Section VIII: Management and Budget Guidelines of the HPF Grants Manual (https://www.nps.gov/preservation-grants/manual/HPF_Manual.pdf) outlines regulations, policies, guidelines, and requirements related to acceptance of federal funds with which recipients of this grant must comply.

Secretary of the Interior’s Standards

All projects funded by this grant must comply with the applicable Secretary of the Interior’s *Standards and Guidelines* as found at https://www.nps.gov/history/local-law/arch_stnds_0.htm.

Contract Requirements

Appendices A-E of the grant agreement are designed to make sure the projects funded with CLG grants are of the best quality possible.

The scope of work and design of survey, nomination, and other contracted work funded by this grant must conform to the requirements of Appendices A-E of this grant agreement. Please read these requirements carefully and make sure you are familiar with them.

RFQs/RFPs and contracts between CLGs and contractors for work covered by Appendices A-E should contain provisions to ensure that surveys, nominations, design guidelines, etc., comply with those requirements.

All RFQs, RFPs, bids, contracts, and other similar documents and the names and qualifications of any contractors or consultants chosen to carry out contract work must be submitted to AHPP for review and comment prior to publication or execution as per the requirements of Appendices A-E.

Surveys, nominations, and other products covered by Appendices A-E that do not meet their requirements will not be considered complete.

Plans, specifications, and other documents required to give a complete picture of proposed work must be submitted to AHPP for review and approval before any bricks and mortar work that is a part of a project funded by this grant can proceed.

Easements and Preservation Agreements

A preservation agreement must be entered into between the property owner, mortgage holder, if any, and AHPP concerning any historic building, structure, site, or object being restored, rehabilitated, or repaired as part of any project utilizing CLG grant funds.

An easement must be donated to AHPP on any historic building, structure, site, or object being restored, rehabilitated, or repaired as part of any project utilizing ten thousand dollars (\$10,000) or more of AHPP funds.

Publications

NPS and AHPP require publications and other information to include acknowledgement of grant funding. AHPP and NPS maintain copies of all materials produced with grant funding as a resource and record of grant benefits.

All publications of any kind, including videos, pamphlets, books, websites, and in other media, must include an acknowledgement of support from AHPP, DAH, and the National Park Service as described in Section IX: Publications and Public Information of the grant agreement.

All press releases and other public dissemination of information of information by the City made possible by the grant will also acknowledge the grant support.

Any publications, displays, video/audio projects, pamphlets, language and graphics for websites, plaques, signs, etc., must be submitted to AHPP for review prior to public or dissemination.

A minimum of three full-color printed copies and one digital copy of any publication (as appropriate) will be furnished to AHPP.

Photographs, final architectural plans, text, and other representative material, as appropriate, should be submitted to illustrate the final product of grants for which digital or physical copies cannot be transmitted to AHPP.

Timely Initiation and Completion of Project Work

If AHPP does not spend 10% of its federal funding by the end of the grant term, it could lose its federal funds altogether. If projects cannot be completed on time, grant funds will need to be awarded for other projects that can be completed. Sometimes grant cancellation will be necessary.

If the City does not begin project work in a reasonable amount of time, or starts project work but doesn't move ahead on schedule and it appears the project may not be completed, AHPP may cancel the grant. For example, if the City does not put out an RFQ early enough to get a project completed in the grant period, AHPP will likely cancel the grant.

CLG Grant Administrator Name

Signature

Date

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK ___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE