#### **RESOLUTION NO. 730**

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FUNDING ASSISTANCE FROM THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (FEDERAL PASS-THROUGH FUNDING PROGRAM) AS PROVIDED IN RCW 79.90.245 AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the City of Gig Harbor has adopted Chapter 17.97 Historic Preservation, Section 17.97.010; and

WHEREAS, under these provisions, its purpose is for the identification, evaluation, designation and protection of designated historic resources within the boundaries of the City of Gig Harbor; and

WHEREAS, under the provisions of the HISTORIC PRESERVATION FUND, a state grant has been approved to fund a **Historic Resources Inventory**; and

WHEREAS, the City of Gig Harbor considers it in the best interest to complete this project described in the application;

## NOW THEREFORE BE IT RESOLVED, that:

- 1. The mayor is authorized to sign the grant agreement with the Washington State Department of Archaeology and Historic Preservation (DHAP) for funding assistance;
- 2. Any funding assistance received will be used for implementation of the project referenced above;
- 3. The City of Gig Harbor hereby certifies that its share of project funding will be derived from the General Fund monies in 2007/2008.
- 4. The Council acknowledges that the City is responsible for supporting all non-cash commitments to the sponsor share should they not materialize.

5. The City provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 22nd day of October, 2007

**APPROVED** 

CHARLES L. HUNTER, MAYOR

ATTEST/ AUTHENTICATED:

MOLLY M. TOWNSLEE, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CAROL A. MORRIS

FILED WITH THE CITY CLERK: 10/17/07 PASSED BY THE CITY COUNCIL: 10/22/07

**RESOLUTION NO: 730** 



#### STATE OF WASHINGTON

# Department of Archaeology and Historic Preservation

1063 S. Capitol Way, Suite 106 • PO Box 48343 • Olympia, Washington 98504-8343 (360) 586-3065 • Fax Number (360) 586-3067 • www.dahp.wa.gov

DAHP Contract # FY08-61018-004

# Grant Agreement

Between
Washington State
Department of Archaeology and Historic Preservation
And
City of Gig Harbor

Grant No.: FY08-61018-004

Contact Person:

Loren Doolittle (360) 586-3072

Federal Grant No.:

N/A

CFDA No.:

15-904

Grant Title:

City of Gig Harbor

Effective Date:

October 1, 2007

Expiration Date:

August 31, 2008

City of Gig Harbor Downtown/Millville District Plat Survey and Inventory Porject.

This agreement is made between The Department of Archaeology and Historic Preservation hereinafter referred to as the DEPARTMENT, and the City of Gig Harbor, hereinafter referred to as the GRANTEE.

#### Section 1. Responsibilities of the Grantee

- A. The GRANTEE will perform or cause others to perform the work described in the "Scope of Work" (Attachment 2). Additional special conditions or specifics about the work required by this agreement, if any, are in attachments as enumerated and described in Section 3. The GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.
- B. The GRANTEE understands that the work called for under this agreement must conform to federal administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with all such

requirements. The following documents summarize some of these requirements and are incorporated herein and made a part hereof as though set forth in full:

- (1) The requirements of OMB Circular A-133 for States, Local Governments, and Non-profit organizations.
- (2) The "Secretary of Interior Standards and Guidelines for Archaeology and Historic Preservation." All products under this contract must be in compliance with the relevant Secretary's Standards and Guidelines e.g. Preservation Planning, Identification, Evaluation, Registration, Historic Research and Documentation, Architectural and Engineering Documentation, Archeological Investigation, Historic Preservation Projects, and Preservation Terminology.
- (3) The "Historic Preservation Fund Grants Manual." Latest Revision, February 2003.
- (4) "Grants in Aid Manual." Department of Community Trade and Economic Development, Office of Archaeology and Historic Preservation.
- (5) "Fiscal Year 2007 Historic Preservation Fund Annual Grant Application and Budget Changes / Special Conditions."
- "43 CFR 17 Civil Rights, Subpart A, Implementing Title VI of the Civil Rights Act of 1964; and Subpart B, Implementing Section 504 of the Rehabilitation Act of 1973; and Subpart C, Implementing the Age Discrimination Act of 1975; and subpart E, Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of the Interior."
- (7) "Americans with Disabilities Act of 1990," 42 U.S.C. 1201 et seg. (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- c. The GRANTEE agrees to comply with the restrictions of 18 U.S.C. 1913 concerning lobbying with appropriated funds: "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 service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution

proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of

Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

D. The GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE agrees to keep these records for at least four years following the ending date of the grant. In the event that an audit of the GRANTEE or of the DEPARTMENT should take exception to any expenditures by the GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount determined by the audit as due. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney's fees. When arranging for an audit, the DEPARTMENT should contact:

Litadawn Stanton Tel: (253) 853-7609 3510 Grandview Street Gig Harbor, WA 98335

- E. The GRANTEE agrees to pay all the costs involved in carrying out the terms of this agreement prior to seeking reimbursement as provided for in Section 2. a. When seeking reimbursement, the GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT and provide such documents as an affidavit of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks and invoices, and other documents as may be requested by the DEPARTMENT. The DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for financial reporting procedures. The GRANTEE agrees to submit its request for reimbursement within thirty (30) days following completion of the work.
- The GRANTEE agrees to provide the DEPARTMENT with a completion report following a form provided by the DEPARTMENT. The GRANTEE will submit this report on or before the end date. The GRANTEE agrees that the DEPARTMENT shall have the right to withhold all or part of the payment required in Section 2.a. pending receipt of this completion report.
- G. The GRANTEE agrees that the "Budget" (Attachment 1) shall be a financial guide for the work called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in no way obligate the DEPARTMENT for a

greater amount than that stipulated as DEPARTMENT share. In the event that the GRANTEE should spend less than the budgeted amount on an object or element in the budget, the DEPARTMENT may either reduce its obligation proportionately or it may terminate this agreement. The GRANTEE agrees to maintain records which will render an accurate accounting by the elements or objects in the budget. The actual expenditures for the amounts reflected in the budget may vary by 15 percent without requiring an amendment to this grant agreement.

H. The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to the DEPARTMENT within thirty (30) days of the effective date of termination, any payments made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion of such payments as may be directed by the DEPARTMENT.

The GRANTEE agrees to submit the products identified in the Scope of Work on or before the grant end date. GRANTEE acknowledges and understands that final products which do not conform to the terms and conditions of this agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

- I. The GRANTEE agrees to submit a "Schedule for Project Completion" (Attachment 6) before beginning work under this agreement. Said schedule form shall list each element described in the "Scope of Work" and shall indicate the approximate date when completion of each can be expected.
- J. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.
- K. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under \$25,000) for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of a procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement. (See Section 3, Attachment 7.)
- L. The GRANTEE agrees that it, its agents and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington.
- M. Federal funds are the basis for this contract. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Should for any reason the Federal funds which are the basis for this agreement become withdrawn, the agreement may be terminated without penalty to the DEPARTMENT.
- N. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Consistent with RCW 43.17.320.340, the parties shall make every effort to resolve disputes arising out of, or relating to, this contract through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the director of each party and a third party mutually agreed upon by the director of each party. The team shall attempt, by majority vote, to resolve the dispute. If the dispute cannot be resolved in this fashion, either party may request assistance from the Governor pursuant to RCW 43.17.330.

- O. The GRANTEE agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any sub-grantee or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result to work performed under this agreement, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.
- P. The GRANTEE agrees to include written acknowledgment of National Park Service, Department of Community Trade and Economic Development, and Office of Archaeology and Historic Preservation support for all grant-related publications and public information materials including audio-visual and workshop materials. The GRANTEE further agrees that the written acknowledgment shall comply with the form and content stipulated in the "Historic Preservation Fund Grants Manual 2005."
- Q. The GRANTEE agrees to any additional conditions identified in section 3 and attached to this agreement.
- R. There shall be no discrimination against any person employed by the GRANTEE in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, martial status, national origin, or the presence of any sensory, mental, or physical handicap in accordance with Chapter 49.60RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.

During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

- s. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women's Business Enterprise firms certified by OMWB.
- T. The GRANTEE agrees to a 60/40 match of funds. 60% being the full amount of the let grant amount, 40% being the match amount by the GRANTEE. Further, the GRANTEE agrees that any match specifically identified to this grant agreement by the GRANTEE the GRANTEE will not claim match directly earmarked or identified for this agreement as match for any other grant, agreement or contract. The DEPARTMENT has first and exclusive claim to match provided by the GRANTEE to this agreement as indirect eligible match to the National Park Service, Historic Preservation Fund award to the DEPARTMENT.

**DEPARTMENT:** Grant Amount: \$13,000.00 **GRANTEE:** Minimum Grant Match Amount: \$8,666.00.

#### Section 2. Responsibilities of the DEPARTMENT

- A. The DEPARTMENT agrees to reimburse the GRANTEE one hundred (100) percent of its actual authorized expenditures for the purpose of this agreement, provided:
  - (1) The total paid by the DEPARTMENT shall not exceed the amount stipulated in the "Budget" (Attachment 1) as DEPARTMENT share.
  - (2) All expenditures were incurred between the beginning and ending dates of the grant.
  - (3) No expenditures have been previously claimed in any other grant from any agency of the state or federal government.
  - (4) The DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.
  - (5) The GRANTEE has met all requirements contained in this agreement.
- B. The DEPARTMENT agrees to consider requests from the GRANTEE for progress payments if, in the DEPARTMENT'S judgment, the public interest will be served by doing so and if such payments are administratively practical.

C. The DEPARTMENT may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

The following attachments are hereby incorporated into and made a part of this agreement.

Attachment #1.	"Budget," consisting of one page.
Attachment #2	"Scope of Work consisting of six pages
Attachment #3A.	"Civil Rights Assurance", consisting of one page.
Attachment #3B,	"Understanding Grant Requirements", consisting of one page.
Attachment #3C.	"Certification Regarding Debarment," consisting of two pages.
Attachment #4.	"State Form A19-1 Invoice Voucher" to be used as basis for billing,
	consisting of one page.
Attachment #5	"Report of Services/ Labor Value Appraisal" form to be used by
	GRANTEE to document labor costs, consisting of one page.
Attachment #6	"Schedule for Project Completion" form, consisting of one page
Attachment #7	"Competitive Negotiation and Small Purchases Contracting
	Documentation," consisting of one page, for a total of fifteen (15) pages.

#### Section 4. Amendments

This grant agreement may only be amended if such amendment is in writing (with the exception of the 15% variance for actual expenditures identified in Section 1.g), agreed to and signed by all the parties, and attached hereto.

DEPARTMENT:	GRANTEE:
Allyson Brooks, Director	City of Gig Harbor
Date	October 22, 2007 Date
,	91-6001435 Fed ID No.

# Attachment #1 <u>Budget</u>

#### **ELEMENT/OBJECT**

Salaries	Federal Dollars	Hard Match*	Soft Match*	Total
				****
		1		
Indirect %				
Total Element/Object:				
SOODS & SERVICES				
OODS & SERVICES				
Contract Services	Federal Dollars	Hard Match	Soft Match	Total
Historic Preservation Consultant	\$13,000	\$13,000		\$26,000

Thistoric Treservation Consultant	\$15,000	\$13,000	\$20,000
Materials/Supplies/Equipment			
Travel			
Other		<u> </u>	***************************************
Other			 

Total Goods & Services:	\$13,000	\$13,000	\$26,000

	Federal Dollars 60%	Hard Match 40%*	Soft Match	Total Project Cost – 100%
Total Funding Request	\$13,000	\$13,000		\$26,000

Note: Minimum Non-Federal Share REQUIRED is \$8,666.00. Non-Federal Share expenditures that are presented and that are above the minimum are subject to the conditions of Section 1; T. of this contract. (Specification, assignment, and claim of indirect match to the Department of Archaeology and Historic Preservation.)

<sup>\*</sup>Match can be made up of both hard and soft costs. 40% is the total of match.

#### Attachment #2

#### Scope of Work

- I. WORK TO BE ACCOMPLISHED: The GRANTEE shall conduct the following activities:
  - A. CITY OF GIG HARBOR "DOWNTOWN/MILLVILLE DISTRICT PLAT" SURVEY AND INVENTORY PROJECT: The GRANTEE shall create a historic inventory, as follows:
    - 1. SURVEY AREA AND CRITERIA: The GRANTEE shall create an **intensive** level survey of:
      - a) AREA: Gig Harbor's "Downtown /Millville District Plat" originally established in 1906 roughly located within the following described boundaries: West: Stinson Avenue / South: Rosedale Street / Northeast: Harborview Drive.
      - b) CRITERIA: Historic buildings, structures, objects, and sites forty-five years of age and older, approximately 180 new intensive level inventory forms and a survey report.
      - c) DEFINITIONS: *Reconnaissance* surveys (also called windshield surveys) are visual or predictive surveys that identify the general distribution, location and nature of historic resources within a given area. A reconnaissance survey of the built environment generally entails the field identification of resources that appear to meet broad survey requirements. Documentation at this level rarely exceeds property address, observational information on architectural style and features, and photographic information. However, it may be possible to discern if the property appears to be a unique resource based on the observations of the overall survey area. If so, this information should be recorded in the "Statement of Significance" section of the database. Reconnaissance surveys are often conducted to establish the boundaries for intensive surveys to follow.

Reconnaissance surveys literally consist of driving around a community and noting the general distribution of buildings, structures, and neighborhoods representing different architectural styles, periods and modes of construction. Reconnaissance level survey forms must still be completed on the electronic DAHP Historic Property Inventory Database. Because reconnaissance surveys record only observable information, they may not provide sufficient

information with which to make determinations of eligibility beyond architectural significance.

A reconnaissance level survey should include the following:

- All of the location information including UTMs for each property inventoried
- Surveyor and survey name, but not necessarily the owner information for the property (current and historic)
- The "Resource Status" should at least include "survey/inventory", but if the National, State or Local Register information is not known, that need not be researched
- The current use of the building should be noted since it is observable from the street, although historic use does not necessarily need to be researched
- All observable architectural information should be completed within the database
- The "Description of Physical Appearance" section on the Narrative **must** be completed
- A concise "Statement of Significance" based on the knowledge of the surveyor (usually related to the architecture of the building) **must** be completed
- A Determination of Eligibility (based solely on the architectural qualities of the structure)
- A best guess date of construction
- Digital image(s) of the resource

#### A reconnaissance level survey does not need to include the following:

- National, State or Local Register status
- Ownership information either historic or current
- The historic use of the property
- The historic or common name of the property (unless its discernable from the street)
- The Study Unit Theme
- The architect/engineer/builder
- An in-depth "Statement of Significance"
- A bibliography (unless sources were consulted by the surveyor)

Intensive level survey and evaluation combines a reconnaissance survey with an evaluation by a trained professional. Intensive survey involves in-depth archival research and field-work to record properties in the survey area. For all types of intensive survey and evaluation projects, the objective is to gather sufficient information to recommend proposed significance or non-significance of the investigated properties and develop historic contexts in terms of National Register of Historic Places listing. An intensive level survey should include the completion of all of the fields on the database and would consist of research on the property beyond what can be noted from the street.

An intensive level survey **should** include all of the information required for a reconnaissance level survey **plus** the following:

- An accurate date of construction based on research

- Historic images if found
- The name of the architect or builder
- A bibliography
- A determination of National Register eligibility by a trained professional
- The historic use of the property
- Ownership information
- Historic or common name of the property
- The Study Unit Theme
- And a thorough, in-depth statement of significance section based on the history of the resource, its context, integrity and eligibility for the National Register of Historic Places
- 2. SURVEY PROJECT MANAGER: The GRANTEE shall ensure that the personnel directing the survey activities meet the professional qualifications in 36 CFR 61, Appendix A. The personnel must be procured using a competitive process as outlined in the Historic Preservation Fund Grants Manual, October 1997, see Attachment #7. Before final selection, the GRANTEE shall afford the DEPARTMENT an opportunity to review and approve candidates for the historic preservation consultant conducting the survey project.
- 3. SURVEY STANDARDS: The GRANTEE shall conduct the survey activity and produce complete inventory forms and a survey report consistent with the guidelines in "Historic Property Inventory Guide and Database User Manual" and the "Washington State Standards for Cultural Resource Reporting" published by the Department of Archaeology and Historic Preservation and summarized as follows:
  - a) COMPLETED SURVEY:
    - (1) A COMPLETED SURVEY is understood to mean when the GRANTEE has used the STATEWIDE HISTORIC PROPERTY INVENTORY DATABASE to document all required survey materials of the defined survey area and has submitted to the DEPARTMENT exported files from the project area and all pertinent digital images on CD ROM. The inventory records must be determined acceptable by the DEPARTMENT.
    - (2) The REQUIRED SURVEY MATERIALS are understood to consist of a SURVEY PROJECT REPORT including a MAP of the entire survey area with all sites marked and numbered and a CD ROM including exported files from the project area and all pertinent digital images submitted to the DEPARTMENT.

- b) A COMPLETED INVENTORY FORM is understood to mean a completed record on the STATEWIDE HISTORIC PROPERTY INVENTORY DATABASE, with each section filled out with the inventory information and at least one digital image of the inventoried property.
- c) A SURVEY PROJECT REPORT is understood to mean a report which follows the guidelines for survey project reports provided by the DEPARTMENT within the "Washington State Standards for Cultural Resource Reporting" which includes the introduction, survey methodology, historic context, analysis, recommendations, a map of the entire survey area with all sites marked and numbered, and appendices. The document shall include in their entirety the following acknowledgement, disclaimer, and non-discrimination statements:

This (insert type of publication) has been financed in part with Federal funds from the National Park Service, Department of the Interior administered by the Department of Archaeology and Historic Preservation (DAHP) and the (insert local government credit). However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, DAHP, (\*) nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or DAHP. [\*If there are no commercial products, omit that part of the statement.]

This program received Federal funds from the National Park Service. Regulations of the U.S. Department of Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, NW, Washington, D.C. 20240.

- d) The GRANTEE shall submit to the DEPARTMENT draft copies of a sample of the completed Historic Property Inventory Forms in hard copy and the draft survey project report. First draft materials shall be submitted to the DEPARTMENT no later than May 23, 2008. A second submittal of draft materials shall be submitted no later than July 18, 2008. Final product is due on Friday, August 29, 2008. The DEPARTMENT shall respond to the GRANTEE within thirty days of each draft submittal with comments. If the DEPARTMENT has not responded within thirty days, the GRANTEE shall assume that the DEPARTMENT has no comment on the draft submittals.
- 4. INCOMPLETE OR INACCEPTABLE MATERIALS: Any required survey materials submitted which are not considered acceptable or complete—which do not meet the DEPARTMENT's cultural resource survey editorial standards and/or do not contain the required level of documentation—will be returned to the GRANTEE for completion within

- the grant period. The inventory must be submitted as a CD on the STATEWIDE HISTORIC PROPERTY INVENTORY DATABASE.
- 5. REIMBURSEMENT: The GRANTEE will only be reimbursed for preparing acceptable and complete required survey materials submitted during the grant period.
- 6. DEPARTMENT RESPONSIBILITIES: The DEPARTMENT shall provide the GRANTEE with the STATEWIDE HISTORIC PROPERTY INVENTORY DATABASE and the database user manual if the GRANTEE does not already possess the DATABASE.

#### B. PUBLIC EDUCATION ACTIVITIES

- 1. The GRANTEE shall research, design, and conduct at least one public presentation during the grant period subject to the following conditions:
  - a) The purpose of the presentation(s) shall be to present findings of the survey and inventory project and respond to any questions raised by the public.
  - b) The GRANTEE shall notify the DEPARTMENT of the presentation date and shall be afforded an opportunity to attend.
  - c) Summarize the public presentation(s) including but not limited to: number of participants, comments, and notable conclusions arising from the presentation. Include the summary in the completion report.

#### C. REPORTING ACTIVITIES

- 1. GRANT ADMINISTRATION: The GRANTEE shall establish and maintain contact with the DEPARTMENT throughout the grant period as to the status of all grant activities by preparing and submitting the following reports to the DEPARTMENT at the times indicated:
  - a) SUMMARY REPORTS: The GRANTEE shall prepare the following reports which summarize specific activities in the Scope of Work:
    - (1) COMPLETION REPORT: At the conclusion of the grant activities, prepare a completion report detailing compliance with each aspect of the Scope of Work, which includes the survey project report, database documentation, and all minimum products not already provided to the

DEPARTMENT. Submit to the DEPARTMENT on or before the end of the grant period.

- b) DEPARTMENT RESPONSIBILITIES: The DEPARTMENT shall provide the GRANTEE with all the necessary forms, examples, or guidelines for preparing and submitting the reports.
- II. PRODUCTS: The GRANTEE shall at a minimum submit the following products to the DEPARTMENT:
  - A. SURVEY

A CD ROM containing the exported files of the City of Gig Harbor's "Downtown/Millville District Plat" inventory sites from the CITY OF GIG HARBOR'S STATEWIDE HISTORIC PROPERTY INVENTORY DATABASE with at least one digital photograph for each site included on the CD ROM; and a survey project report which includes a map(s) of the entire survey area with each inventoried property marked with location and number.

B. PUBLIC EDUCATION:

One copy of printed materials produced in conjunction with the public presentation and summary report.

- C. REPORTS
  - 1. A schedule for project completion (already submitted with grant application).
  - 2. A completion report.

#### ATTACHMENT 3A

# U. S. DEPARTMENT OF THE INTERIOR CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is sued for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Chals & Anth	Mayor
APPLICANT/ORGANIZATION	DATE SUBMITTED
CITY OF GIG HARBOR	4-17-2007
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OR OFFICE EXTENDING ASSISTANCE
3510 GRANDVIEW ST. G.H.	

DI-1350 (REV 6/91)

## **ATTACHMENT 3B**

# STATEMENT OF UNDERSTANDING FOR GRANT MANAGEMENT REQUIREMENTS

- CLGs receiving HPF grant assistance must fulfill the terms of their grant agreement with the state and adhere to all requirements of the National Register Programs Manual. This requirement includes compliance with Title VI of the Civil Rights Act of 1964, 78 Stat. 241, as amended, which provides that no person on the grounds of age, race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under any activity receiving Federal financial assistance.
- Local financial management systems shall be in accordance with the standards specified in OMB Circular A-128, "Standards for Grantee Financial Management Systems."
- Indirect costs may be charged as part of the CLG grant only if the CLG subgrantee meets the requirements of the manual. Unless the CLG has a current indirect cost rate approved by the cognizant federal agency, only direct costs may be charged.
- Grant recipients must maintain auditable financial records in accordance with the General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities, and Functions.
- The CLG subgrantee will provide, with request for reimbursement, documentation to support billings (time sheets, front and back canceled checks, etc.) for federal and non-federal share claimed.
- Repayment will be made to the SHPO organization if terms and conditions of the subgrant agreement are not followed or costs claimed are disallowed following audit.

CITY OF GIG HARBOR
CLG
Chab & Hute
SIGNATURE OF APPLICANT
Mayor
TITLE V
4-17-2007
DATE

#### **ATTACHMENT 3C**

# U.S. Department of the Interior Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

# Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (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.

CHARLES HUNTER, MAYOR	
Name and Title of Authorized Representa	ative
Signature	april 17, 2007

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DATE

WARRANT TOTAL

APPROVED FOR PAYMENT BY FISCAL

#### Attachment 5

#### REPORT OF SERVICES

How was the hourly rate shown below determined?   Labor value appraisal on reverse side of this form.   Other, explain:   Other, explain	Name of Proje	ect:			Month:			Year:		
How was the hourly rate shown below determined?   Labor value appraisal on reverse side of this form   Other, explain:   Other, explain:	Name of Perso	on Performing	g Services:				u performed.	(If you supervis	ed others, include	their names
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Washington State Office of Archaeology and Historic Preservation 1063 S. Capitol Way, Suite 106 PO Box 48343 Olympia, WA 98504-8343

#### **INSTRUCTIONS**:

Use this form to document all labor, whether paid or voluntary, which is claimed against a grant or used for the matching share of a grant. Complete it on a timely basis, i.e., fill it out immediately after the service is provided.

### **ATTACHMENT 6**

# V. SCHEDULE FOR PROJECT COMPLETION

List each proposed grant activity separately estimating the start and completion dates. This should be a complete listing of all potential activities associated with the grant including the *two* draft submittal dates of May 23, 2008 and July 18, 2008. This year's grant products are due on Friday, August 29, 2008. A start date and completion date are not sufficient for the Schedule of Project Completion.

Mar 1, 2008	Dec 2008
May 2000	
Mar 2008	April 2008
May 2008	May 2008
June 2008	June 2008
June 2008	August 2008
August 2008	August 2008
August 2008	August 2008
August 2008	October 2008
August 2008	October 2008
Nov 2008	Nov 2008
Dec 2008	Dec 2008
	May 2008 June 2008 June 2008 August 2008 August 2008 August 2008 August 2008 Nov 2008

# ATTACHMENT 7 COMPETITIVE NEGOTIATION AND SMALL PURCHASES CONTRACTING DOCUMENTATION

THIS FORMAT SHOULD BE USED FOR CONTRACTS FOR PROFESSIONAL SERVICES AND OTHER PROCUREMENT TO DOCUMENT COMPLIANCE WITH FEDERAL PROCUREMENT STANDARDS.

1. Grant Number:		
2. Type of Contract:	<b>Professional Service</b>	es
	Printing	
·	Equipment/Supplies	
	Other	
3. Addresses of Contractors	s Contacted:	
Name of Person/Business:		
Street or PO Box:		
City/State/Zip Code:		
Work Telephone Number:		
Quote/Bid given:		
Name of Person/Business:		
Street or PO Box:	**************************************	
City/State/Zip Code:	West Committee and Committee a	
Work Telephone Number:		
Quote/Bid given:	***************************************	
Name of Person/Business:		
Street or PO Box:		
City/State/Zip Code:	377-477 - 448-110-47-4 MH 304-40-4	
Work Telephone Number:		
Quote/Bid given:		
Contractor Selected:		
<b>Basis for Selection:</b>	<b>Lowest Price</b>	Other
If the basis for selection wa	s <u>not</u> the lowest price	, explain the basis used:
Signature of Grantee Offici	ial	Date

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