



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

Federally Funded Grant Agreement
Between
Washington State
Department of Archaeology and Historic Preservation
and
City of Yakima

Grant No.: FY23-CLG-YAKIMA
Grant Title: Certified Local Government – City of Yakima
Effective Date: October 1, 2022
Expiration Date: September 30, 2023
Grant Amount: \$14,000.00
Federal Grant No.: N/A
CFDA No.: 15.904

Grant Purpose

City of Yakima shall create a historic overlay district guidelines for Naches Avenue.

This agreement is made between The Department of Archaeology and Historic Preservation (DAHP) hereinafter referred to as the DEPARTMENT, and City of Yakima hereinafter referred to as the GRANTEE.

Parties' Contact Information

DAHP Contact Person: Michelle Thompson, Certified Local Government Coordinator
Phone 360-890-2617 | Email: michelle.thompson@dahp.wa.gov

DAHP Contact Person: Marivic Quintanilla, Fiscal Analyst/Contracts Manager
Phone 360-870-6383 | Email: marivic.quintanilla@dahp.wa.gov

GRANTEE Contact Person: Albert Miller, Assistant Planner
Phone: 509-575-6772 | Email: albert.miller@yakimawa.gov

State of Washington • **Department of Archaeology & Historic Preservation**
P.O. Box 48343 • Olympia, Washington 98504-8343 • (360) 586-3065
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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 1). 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 2 CFR Part 200, Subpart F (formerly 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 work 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 Secretary of the Interior's "Historic Preservation Fund Grants Manual." - Latest Revision, June 2007.
 - (4) Historic Preservation Fund Annual Grant Manual and Application, and any Federal budget changes/special conditions applicable thereto.





- (5) 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.
 - (6) Americans with Disabilities Act of 1990, 42 U.S.C. 1201 et seq. (ADA) providing 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, which provides substantially as follows: "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 six 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 expenditure 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 the following GRANTEE representative:

Albert Miller | Phone: 509-576-6772
Email: albert.miller@yakimawa.gov
Address: 129 North 2nd Street – 2nd Floor
Yakima, WA 98901

- 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 2A. 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.
- F. 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 under Section 2A pending receipt of this completion report.
- G. The GRANTEE agrees that the "Budget" (Attachment 3) 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, and in no event shall the DEPARTMENT be obligated for a greater amount than the Grant Amount. 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 documentation of the work identified in the Scope of Work on or before the grant end date. GRANTEE acknowledges and understands that final work which does not conform to the terms and conditions of this agreement or which does 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 2) before beginning work under this agreement. Said schedule form shall list each element described in the "Scope of Work" (Attachment 1) 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 **for all amounts over \$30,000** for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement.





- L. The GRANTEE agrees that it, its officers, 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 state / federal department or agency. Should for any reason the Federal funds which are the basis for this agreement become withdrawn, or not appropriated by Federal congress the agreement may be terminated without penalty to the DEPARTMENT.
- N. To the fullest extent permitted by law, the GRANTEE shall indemnify, defend and hold harmless the DEPARTMENT, other agencies of the State of Washington ("State") and all officials, agents and employees of the DEPARTMENT and the State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE's or any subcontractor's performance or failure to perform the Grant. GRANTEE'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 Grant through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this Grant, 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 and Department 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 – 2007."
- 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, marital status, national origin, or the presence of any sensory, mental, or physical handicap in accordance with Chapter 49.60 RCW. 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 Grant, the GRANTEE 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 OMWBE.
- t. The GRANTEE agrees that for 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: \$14,000.00

GRANTEE: Minimum Grant Match Amount: \$0.00

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 3) 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 and provided appropriated funds are available for which to issue a progress payment.
- 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.

Section 3: Attachments

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

Attachment 1	Scope of Work – <i>consisting of three pages</i>
Attachment 2	Schedule of Project Completion – <i>consisting of one page</i>
Attachment 3	Budget – <i>consisting of one page</i>
Attachment 4	State Form A19 Invoice Voucher (attached) – <i>consisting of one page</i>
Attachment 5A	Civil Rights Assurance – <i>consisting of one page</i>
Attachment 5B	Statement of Understanding for Grant Management Requirements – <i>consisting of one page</i>
Attachment 5C	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – <i>consisting of one page</i>





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Attachment 6*

Report of Services/Labor Value Appraisal form to be used by GRANTEE to document labor costs – * *"This Attachment is left intentionally blank."*

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:

WASHINGTON STATE
DEPARTMENT OF ARCHAEOLOGY
AND HISTORIC PRESERVATION

GRANTEE:

CITY OF YAKIMA

BY: ALLYSON BROOKS, PH.D.
ITS: DIRECTOR

BY: ROBERT HARRISON
ITS: CITY MANAGER

DATE

DATE

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Attachment 1
SCOPE OF WORK

- I. **WORK TO BE ACCOMPLISHED:** The GRANTEE shall conduct the following activities:
- A. **CITY OF YAKIMA, HISTORIC OVERLAY DISTRICT GUIDELINES FOR NACHES AVENUE** as follows:
1. **THE CITY OF YAKIMA, HISTORIC OVERLAY DISTRICT GUIDELINES FOR NACHES AVENUE:** The GRANTEE shall create a historic overlay district guidelines for Naches Avenue.
 2. **DEFINITIONS: A HISTORIC OVERLAY DISTRICT** sometimes called a **CONSERVATION DISTRICT** is a zoning tool used to preserve, revitalize, protect, and enhance significant older areas within a community beyond what is specified in the standard code. The conservation overlay regulations are applied in addition to standard zoning regulations.
Overlay Districts will differ from neighborhood to neighborhood depending on the area's character and needs.

Both a conservation district and a historic district are overlay districts; however, a conservation district will typically regulate fewer features and will focus more on significant character defining features, such as lot size, building height, setbacks, streetscapes, and tree protection. Unlike historic districts, conservation district rarely considers specific elements, such as windows, buildings materials, colors, and decorative details.
 3. **PUBLIC EDUCATION ACTIVITIES:** The GRANTEE shall conduct at least two public presentations during the grant period. The purpose of the presentation(s) shall be to announce the survey project and to present findings of the survey project to the public.





II. PROJECT MANAGEMENT:

- A. **PROJECT MANAGER:** The GRANTEE shall ensure that the personnel preparing the materials and guidelines for the conservation district meet the professional qualifications in 36 CFR 61. Before final selection, the GRANTEE shall afford the DEPARTMENT an opportunity to review and approve candidates for the historic preservation consultant conducting the project.

III. ADMINISTRATION:

- A. **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 requested documents to the DEPARTMENT at the times indicated in the SCHEDULE FOR PROJECT COMPLETION
- B. The DEPARTMENT will be able to view draft copies of the Historic Overlay District Guidelines. DAHP requires **two check-in dates** for FY22 grant projects – **April 28 and July 14, 2023**. A draft means a complete draft of the Historic Overlay District Guidelines unless prior arrangements are made with DAHP. If a “draft” is not applicable, then a simple project update is sufficient to illustrate progress. The DEPARTMENT shall respond to the GRANTEE within **14 days** of each draft submittal with comments. If the DEPARTMENT has not responded within 14 days, the GRANTEE shall assume that the DEPARTMENT has no comment on the draft submittals. **Final grant projects are due September 1, 2023. Request for reimbursement is due September 30, 2023**, via the [A-19 form](#) found here. All drafts, final projects, and requests for reimbursement should be submitted to michelle.thompson@dahp.wa.gov.
- C. **DEPARTMENT RESPONSIBILITIES:** The DEPARTMENT shall provide the GRANTEE with the information to gain access to the WISAARD ONLINE SYSTEM.
- D. **ACKNOWLEDGEMENT:** The HISTORIC OVERLAY DISTRICT GUIDELINES shall include in its entirety the following acknowledgement, disclaimer, and non-discrimination statements:

These Historic Overlay District Guidelines have been financed in part with Federal funds from the National Park Service, Department of the Interior administered by the Department of Archaeology and Historic





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Preservation (DAHPP) and the City of Yakima. 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.

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.

- E. **INCOMPLETE OR INACCEPTABLE MATERIALS:** Any required materials submitted which are not considered acceptable or complete will be returned to the GRANTEE for completion within the grant period.
 - F. **REIMBURSEMENT:** The GRANTEE will only be reimbursed for preparing an acceptable and complete Historic Overlay District Guidelines during the grant period.
- IV. **PRODUCTS:** The GRANTEE shall at a minimum submit the following products to the DEPARTMENT:
- A. Historic Overlay District Guidelines for Naches Avenue
 - B. Completion report/reimbursement request

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Attachment 2
SCHEDULE OF PROJECT COMPLETION

WORK TO BE ACCOMPLISHED	Estimated Starting Date	Estimated Completion Date
City staff prepare RFP & selects consultant	10/1/22	12/31/22
Consultant/City hold public meeting to introduce grant project	1/1/23	3/31/23
Project work begins	1/1/23	04/27/23
First draft report and all draft HPISs submitted to DAHP		April 28, 2023
DAHP reviews First Draft, returns to Staff	4/30/23	5/15/23
Incorporate DAHP comments into first draft report	5/15/23	7/14/23
Second Draft submitted to DAHP		July 14, 2023
Consultant/City holds public meeting to present survey results	6/1/23	8/15/23
Final Project Submittal to DAHP		September 1, 2023
Submit reimbursement request to DAHP		September 30, 2023

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Attachment 3 **BUDGET**

Salaries (include each position- volunteer or staff - and attach hourly wage justification if needed)	Federal Dollars (CLG grant requested)	Hard Match* (Local government cash match = Staff Hours)	Soft Match* (Donated goods and services = volunteer hours)	Total
Planning Technician			\$2,200	\$2,200
Senior Planner			\$3,300	\$3,300
HPC			\$1,000	\$1,000

GOODS & SERVICES

Contract Services	Federal Dollars	Hard Match	Soft Match	Total
Consultant Fees	\$14,000			\$14,000

	Federal Dollars	Hard Match	Soft Match	Total Project Cost
Totals	\$14,000		\$6,500	\$20,500

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Attachment 4
STATE FORM A-19 INVOICE VOUCHER (attached)

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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 12.500, 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 NEXT PAGE)

- 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.
- 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.

Name and Title of Authorized Representative

Signature

Date

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102 Auth

Attachment #6

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Attachment 5A

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 used 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
APPLICANT/ORGANIZATION	DATE SUBMITTED
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OR OFFICE EXTENDING ASSISTANCE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION

DI-1350
(REV 6/91)

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Attachment 5B

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 2 CFR Part 200, Subpart F (formerly OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations").³
- In direct 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.

CLG

SIGNATURE OF APPLICANT

TITLE

DATE

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Attachment 5C

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 12.500, 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 NEXT PAGE)

- 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.
- 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.

Name and Title of Authorized Representative

Signature

Date

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**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to the department, institution, or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier 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 Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from the federal procurement and non-procurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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.



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

Attachment 6
REPORT OF SERVICES/LABOR VALUE APPRAISAL (attached)

State of Washington • **Department of Archaeology & Historic Preservation**
P.O. Box 48343 • Olympia, Washington 98504-8343 • (360) 586-3065
www.dahp.wa.gov



REPORT OF SERVICES

Name of Project:
Name of Person Performing Services:
Address:
Telephone:
Did you receive any compensation for the time you devoted to this project?
Yes No
If yes, who paid you?
How much were you paid?

Month:	Year:
Describe the services you performed. (If you supervised others, include their names and positions.)	
How was the hourly rate shown below determined?	
\$33.02 per hour is the minimum value of donated labor, and \$79.68 per hour is the maximum professional labor, as determined by the Department of Archaeology and Historic Preservation and the National Park Service, respectively.	

Total number of hours worked each day during this month:								
Beginning	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Totals

I hereby swear that I devoted the time reported above, performing the work described on the project named. This time has not been reported for any other Federal or State project.

_____ Date _____

I supervised or coordinated this person's work and verify that it was performed as indicated above.

_____ Date _____

Washington State Department of Archaeology and Historic Preservation
PO Box 48343
Olympia, WA 98504-8343

Total hours this month:		# of hours
Hourly rate:	\$32.02-\$79.68	Per hour
Amount charged to project:	\$	

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.