



STATE OF WASHINGTON

Department of Archaeology and Historic Preservation

1110 S. Capitol Way, Suite 30 • PO Box 48343 • Olympia, Washington 98504-8343
(360) 586-3065 • Fax Number (360) 586-3067 • www.dahp.wa.gov

DAHP Contract #FY17-61017-004

Grant Agreement

Between

Washington State*Department of Archaeology and Historic Preservation*

And

City of Everett

Grant No.: FY17-61017-004

Contact Person: Loren Doolittle (360) 586-3072
Federal Grant No.: N/A
CFDA No.: 15-904
Grant Title: City of Everett Downtown Building Assessment and Workshop
Effective Date: October 1, 2016
Expiration Date: August 31, 2017

Downtown Building Assessment and Workshop

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

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:

Paul Popelka (425) 257-7155
2930 Wetmore Ave Suite 8-A
Everett, WA 98201 ppopelka@everettwa.gov

- 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.
- 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 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

DAHP Contract #FY17-61017-004

- 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.

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.

Section 3. Attachments

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 three 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 one page.
- 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 1

VI. PROJECT BUDGET
ELEMENT/OBJECT

Salaries <i>(Include each position- volunteer or staff – and attach hourly wage justification if needed)</i>	Federal Dollars <i>(CLG grant requested)</i>	Hard Match* <i>(Local government cash match = Staff Hours)</i>	Soft Match* <i>(Donated goods and services = volunteer hours)</i>	Total
Community Development Planner (500 hours at \$43.47/hour salary and benefits for CLG administration)		\$ 21,735		\$ 21,735
Indirect % <i>(*Include justification for indirect %)</i>				
Total Element/Object:		\$ 21,735		\$ 21,735

GOODS & SERVICES

Contract Services	Federal Dollars	Hard Match	Soft Match	Total
Consultant	\$ 15,000			\$ 15,000
Materials/Supplies/Equipment				
Travel				
Other				
Total Goods & Services:				\$ 36,735

	Federal Dollars	Hard Match	Soft Match	Total Project Cost
Total Funding Request	\$ 15,000	\$ 21,735		\$ 36,735

ATTACHMENT 2

Scope of Work

The GRANTEE shall conduct the following activities:

A. CITY OF EVERETT DOWNTOW BUILDING ASSESSMENT AND WORKSHOP:

1. The BUILDING ASSESSMENT area shall be within the Hewitt Avenue National Register Historic District or may include buildings listed in the Everett Register, within the downtown core.
 - a) CRITERIA: Assessed buildings shall be contributing to the district or potentially contributing (if the proposed improvements to a non-contributing building may result in a contributing building).
 - b) Assessment may be limited to the front elevation or most prominent public side of the building.
 - c) Assessment shall address the cleaning, repair, rehabilitation, or restoration of historic materials and features consistent with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* and applicable Preservation Briefs.
 - d) A minimum of 10 buildings (negotiable) shall be assessed and an illustrated written report of the findings provided by the contractor. The report shall be geared to a public audience.
 - e) One public workshop shall be held to deliver the findings of the contractor and to provide education about historic materials to building owners. The contractor shall be the main speaker at the workshop and shall afford the public an opportunity to answer questions about the assessment.

B. PROJECT MANAGER: The GRANTEE shall ensure that the personnel directing the assessment meet the professional qualifications in 36 CFR 61, Appendix A for **Historic Architecture**. 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.**

C. The DEPARTMENT shall be afforded the opportunity to view a list of the buildings selected and an outline for the proposed written report. The DEPARTMENT shall respond to the GRANTEE within 14 days of each 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.

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 requested documents to the DEPARTMENT at the times indicated in the SCHEDULE FOR PROJECT COMPLETION
- J. PRODUCTS: The GRANTEE shall at a minimum submit the following products to the DEPARTMENT:
- A. BUILDING ASSESSMENT REPORT as described in A.1 of this Scope of Work.
 - B. PUBLIC EDUCATION: One email memo per public meeting summarizing attendance and any notable conclusions from the meeting. Also include the meeting advertisement if applicable.

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 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 COMMUNITY DEVELOPMENT DIRECTOR
APPLICANT/ORGANIZATION CITY OF EVERETT	DATE SUBMITTED APRIL 21, 2015
APPLICANT/ORGANIZATION MAILING ADDRESS 2930 WETMORE AVE, SUITE 8-A EVERETT, WA 98201	BUREAU OR OFFICE EXTENDING ASSISTANCE DAHP

**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 Everett

CLG



SIGNATURE OF APPLICANT

Community & Development Director

TITLE

April 21, 2016

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 NEXT PAGE)

- (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.

Allan Giffen, Community Development Director

Name and Title of Authorized Representative

Signature



April 21, 2016

Date

FORM A19-1A	STATE OF WASHINGTON INVOICE VOUCHER
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AGENCY USE ONLY	
AGENCY NO.	CONTRACT NO. OR GA AUTH. NO.
103	FY17-61017-004

AGENCY NAME
Department of Archaeology and Historic Preservation PO Box 48343 1110 South Capital Way Suite 30 Olympia, Wa 98504-8343
ATTN:
VENDOR OR CLAIMANT (warrant is to be payable to)
City of Everett Attn: Paul Popelka 2930 Wetmore Ave Suite 8-A Everett, WA 98201
Attachment Four

INSTRUCTIONS TO VENDOR OR CLAIMANT:

In the absence of a detailed invoice, submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate:

I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veteran status.

By: _____
(Sign in ink)

(Title) (Date)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.	RECEIVED BY	DATE RECEIVED
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DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT

PREPARED BY (Fiscal)				DATE		DIVISION APPROVAL				DATE			
DOC DATE			CURRENT DOC NO			REF DOC NO			VENDOR NUMBER		VENDOR MESSAGE		
SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	CNTY	CITY	PROJECT	AMOUNT	INVOICE NUMBER	GENERAL LEDGER
APPROVED FOR PAYMENT BY FISCAL								DATE		WARRANT TOTAL			

Attachment 5 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 <input type="checkbox"/> No <input type="checkbox"/>
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?	
Labor value appraisal on reverse side of this form.	
Other, explain:	

Total number of hours worked each day during <input type="checkbox"/> 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 Office of Archaeology and Historic Preservation
1110 S. Capitol Way, Suite 30
PO Box 48343
Olympia, WA 98504-8343

Total hours this month:		# of hours
Hourly rate:	\$	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.

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 Friday May 5, 2017 for the first draft and Friday July 14, 2017 for the second draft. Final projects must be turned in by Thursday, August 31, 2017. A start date and completion date are not sufficient for the Schedule of Project Completion.

WORK TO BE ACCOMPLISHED	Estimated Starting Date	Estimated Completion Date
Prepare Scope of Work and issue Request for Qualifications (RFQ) to historic preservation consultants	Nov 1, 2016	Nov 30, 2016
Select consultant; contract negotiations and award of contract	Dec 1, 2016	Dec 30, 2016
Provide background information to consultant and introduce project to Historical Commission	Jan 2, 2017	Jan 24, 2017
Consultant field survey for building and block assessments and documentation	Jan 2, 2017	Feb 17, 2017
Consultant prepares Draft Report/Toolkit	Feb 17, 2017	April 14, 2017
Historical Commission review of Draft Report/Toolkit	April 25, 2017	April 25, 2017
First Draft Report/Toolkit submitted to DAHP	May 5, 2017	May 5, 2017
Conduct Public Workshop	June 2017	June 2017
Second Draft Report/Toolkit submitted to DAHP	July 14, 2017	July 14, 2017
Historical Commission review of Final Report/Toolkit	July 25, 2017	July 25, 2017
Final Report/Toolkit submitted to DAHP	Aug 15, 2017	Aug 15, 2017
Reimbursement Request and Completion Report submitted to DAHP	Sept 29, 2017	Sept 29, 2017

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: Professional Services _____
 Printing _____
 Equipment/Supplies _____
 Other _____

3. Addresses of Contractors 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: _____
 Work Telephone Number: _____
 Quote/Bid given: _____

Name of Person/Business: _____
 Street or PO Box: _____
 City/State/Zip Code: _____
 Work Telephone Number: _____
 Quote/Bid given: _____

Contractor Selected: _____
 Basis for Selection: Lowest Price _____ Other _____

If the basis for selection was not the lowest price, explain the basis used:

Signature of Grantee Official

Date

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

19

PROJECT TITLE:

Grant Agreement with the State of Washington Department of Archeology and Historic Preservation for Downtown Building Assessment and Workshop

9/28/16

Briefing
Action
First Reading
Second Reading
Third Reading
Public Hearing

COUNCIL BILL #
Originating Department
Contact Person
Phone Number
FOR AGENDA OF

Planning
Paul Popelka
425-257-7155
Sept. 28, 2016

Initialed by:
Department Head
CAA
Council President

db
sm

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Downtown Everett		Grant Agreement	Planning

Amount Budgeted	\$15,000	
Expenditure Required	\$15,000	
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Each year the State of Washington Department of Archeology and Historic Preservation solicits applications for historic preservation grants which are awarded on a competitive basis. The City has been awarded a 2017 grant in the amount of \$15,000 to hire a consultant for an assessment of historic building conditions in the downtown area. The project will also include a handbook of methods and materials for building maintenance, rehabilitation and restoration. The assessment and handbook will be presented at one or more public workshops with building owners and the general public.

The City's application for this grant was supported by the Historical Commission.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign a Grant Agreement with the State of Washington Department of Archeology and Historic Preservation for a Downtown Building Assessment and Public Workshop.

*Council 1 approved
09-28-16
D.P.*