

**SUBJECT:** ACCEPTING AND APPROPRIATING \$25,000 FROM THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND OUTDOOR RECREATION, OFFICE OF HISTORY AND ARCHAEOLOGY, TO FUND 440, PROJECT 20203; AND ESTABLISHING THE SCOPE OF WORK AND BUDGET FOR THE REBARCHEK COLONY FARM CERTIFIED LOCAL GOVERNMENT GRANT.

**AGENDA OF:** May 1, 2018

**ASSEMBLY ACTION:**

OR 18-036 / RS 18-030 - Public Hearing held  
& Adopted w/o objection @ 5/15/18

**MANAGER RECOMMENDATION:** Introduce and set for public hearing.

**APPROVED BY JOHN MOOSEY, BOROUGH MANAGER:** \_\_\_\_\_

Route To:	Department/Individual	Initials	Remarks
	Originator - PGraham	PG	
	Planning and Land Use Director	EP	
	Finance Director	CF	
	Borough Attorney	NS	
	Borough Clerk	BSO	4-23-18

**ATTACHMENT (S):** Fiscal Note: YES ☒ NO ☐  
 Grant Agreement (14 PP)  
 Ordinance Serial No. 18-036 (3 pp)  
 Resolution Serial No. 18-030 (3 pp)

**SUMMARY STATEMENT:**

The Matanuska-Susitna Borough Department of Planning and Land Use in partnership with the Alaska State Fair applied for and has received notification of a grant for the stabilization of the Rebarchek Colony Farm house, the first ever Colony home built during the start of the Colony. The farm house is in a deteriorated condition and this grant will start the initial stabilization of the building. The Alaska State Fair will continue with the remaining tasks of the complete project using funds obtained through fund raising activities.

There is a required match of \$16,667 for this grant program. In the Fiscal Year 2016 Capital Projects budget the Assembly appropriated \$190,000 in Areawide fund for Grant Match; it is our intentions to use \$16,667 of this funding to fulfill the required match for this grant.

**RECOMMENDATION OF ADMINISTRATION:**

Staff respectfully recommends Assembly adoption of the legislation accepting and appropriating \$25,000 from the State of Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation, Office of History and Archaeology, to fund 440, project 20203; and establishing the scope of work and budget for the Rebarchek colony farm certified local government grant.

## MATANUSKA-SUSITNA BOROUGH - FISCAL NOTE

Agenda Date May 1, 2018ORIGINATOR: Pamela Graham, Grant Coordinator

SUBJECT: ACCEPTING AND APPROPRIATING \$25,000 FROM THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND OUTDOOR RECREATION, OFFICE OF HISTORY AND ARCHAEOLOGY, TO FUND 440, PROJECT 20203; AND ESTABLISHING THE SCOPE OF WORK AND BUDGET FOR THE REBARCHEK COLONY FARM CERTIFIED LOCAL GOVERNMENT GRANT.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT? <u>YES</u> NO
AMOUNT REQUESTED \$ <u>25,000</u>	FUNDING SOURCE <u>grant</u>
FROM ACCOUNT #	PROJECT #
TO ACCOUNT # <u>440.000.000.31X.XX</u>	PROJECT # <u>20203</u>
VERIFIED BY: <u>Barbara Baunger</u>	CERTIFIED BY:
DATE: <u>4/18/18</u>	DATE:

## EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						
CAPITAL	<u>25</u>					
REVENUE						

## FUNDING: (Thousands of Dollars)

General Fund						
Federal Funds	<u>25</u>					
Other						
TOTAL	<u>25</u>					

## POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_  
 APPROVED BY: Chapenack

Phone: \_\_\_\_\_  
 Date: 4/19/18  
 Date: \_\_\_\_\_

OR-18-036  
 RS 18-030



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

Department of Natural Resources

Division of Parks and Outdoor Recreation  
Office of History & Archaeology

550 West 7<sup>th</sup> Avenue, Suite 1380  
Anchorage, Alaska 99501-3561  
Main: 907.269.8700  
Fax: 907.269.8907

Matanuska Susitna Borough

APR 03 2018

Administration

April 3, 2018

John Moosey, Borough Manager  
Matanuska-Susitna Borough  
350 E. Dahlia St.  
Palmer, AK 99645

Re: Historic Preservation Fund Grant Agreement  
HPF # 18004: *Rebarchek Colony Farm*

Dear Mr. Moosey:

Enclosed are two (2) sets of the grant agreement packet for the Historic Preservation Fund (HPF) project referenced above. Please review the agreement and accompanying documents: Assurances, Certifications, and Willingness to Comply with Grant Requirements.

If you find the agreement acceptable, please verify your entity's EIN on page 1, the DUNS on page 2, then sign, date, and notarize page 2. Also, initial pages 3-7 of the agreement, and sign other pages where necessary throughout each package. Upon completion, return both sets to our office. After full execution by the Office of History and Archaeology, we will return one entire set for your records.

If you have any questions, please contact me at [jean.ayers@alaska.gov](mailto:jean.ayers@alaska.gov) or call 907-269-8694.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jean Ayers".

Jean Ayers  
Grants Administrator

CC: Pam Graham, MSB Planning  
Bill Allen, Mat Valley Consulting

Enclosures:  
Grant Agreement packets (2 sets)

IM 18-068  
OR 18-036  
RS 18-030

**Historic Preservation Fund**  
**State-Local Agreement for Certified Local Government**  
**CFDA # 15.904      HPF Project # 18004**

This grant agreement is between the State of Alaska, by and through the State Historic Preservation Officer for purposes of the National Historic Preservation Act of 1966, as amended, (P.L. 96-515) **HEREAFTER, THE STATE**, and,

Matanuska-Susitna Borough      EIN 92-0030816      HEREAFTER, THE GRANTEE  
350 E. Dahlia St.      Palmer, AK 99645

Article 1. Grant Title: Rebarchek Colony Farm

Article 2. Appendices: Appendices referred to in this agreement and attached to it are considered part of it.

Article 3. Performance of Services

- 3.1 Appendix A sets forth the Scope of Work to be performed by the Grantee.
- 3.2 Appendix B sets forth the project budget.
- 3.3 Appendix C sets forth the project progress and final reports which must be supplied to the State, and special conditions of the grant.
- 3.4 Appendix D sets forth the financial reports that must be supplied to the State, the payment schedule for the disbursement of funds to the Grantee, and audit requirements.
- 3.5 Appendix E sets forth required amendment procedures.
- 3.6 Appendix F: Assurances Non-Construction Programs; Certifications Regarding Debarment, Suspension and Other Responsibility Matters; Lower Tier Covered Transactions; Drug-Free Workplace; Lobbying; Willingness to Comply with Requirements of Federal Grant, and other applicable Federal or State statutes, and the requirements of the National Park Service governing the performance of services under this grant.
- 3.7 Appendix G: Project proposal as submitted by the Grantee is made a part of this agreement by this reference.

Article 4. Period of Performance: The period of performance of the grant agreement begins \_\_\_\_\_ and ends September 30, 2019  
There can be no time extensions.

Article 5. Consideration

- 5.1 The estimated total cost of the project is \$ 41,667  
The 60% estimated Federal share of the project is \$ 25,000  
The 40% estimated non-federal share of the project is \$ 16,667
- 5.2 In full consideration of the Grantee's performance under this grant agreement, the State shall apply to the National Park Service for sixty percent (60%) of the estimated total cost of the project or sixty percent (60%) of the actual total cost of the project, whichever is less, in accordance with Appendix B and Appendix D of this agreement.
- 5.3 The State shall assess and retain an indirect cost, which may fluctuate, but will not exceed 8.5 % of the total costs, per Appendix B: project budget
- 5.4 The State may withhold or retain ten percent (10%) of the total award to Grantee until final reports and products have been submitted and approved.

5.5 When billing the State, the Grantee shall refer to the HPF Project Number and send the billing to: State of Alaska

Department of Natural Resources  
Division of Parks and Outdoor Recreation  
Office of History and Archaeology  
550 West 7th Avenue, Suite 1310  
Anchorage, AK 99501

Grantee Information and Signature		DNR Use Only
DUNS: 81482960		Grant Tracking Data
Sponsor Name: Individual or Entity Matanuska-Susitna Borough		Federal Funding Agency: Department of Interior, National Park Service
Signature _____	Date _____	Name: Historic Preservation Fund Grants-in-Aid to State Historic Preservation Offices
Name and Title: Type or Print		Opportunity #: P18AS00073
State of Alaska Information and Signature		
Department of Natural Resources Division of Parks and Outdoor Recreation Office of History and Archaeology		Encumbrance No. Financial Coding Vendor No.
Signature _____	Date _____	Project Name: Rebarchek Colony Farm
Name and Title: Type or Print Judith E. Bittner, State Historic Preservation Officer		Grant Purpose: Development

#### NOTARY STATEMENT

This certifies that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared

\_\_\_\_\_  
Name and Title

who has executed this instrument on behalf of the Matanuska-Susitna Borough

WITNESS my hand and official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Signature: Notary Public

My commission expires \_\_\_\_\_

## Appendix A: Scope of Work

HPF Project: Rebarchek Colony Farm

HPF Number: 18004

Grant Period: \_\_\_\_\_ to September 30, 2019

Federal Share: \$ 25,000

The Matanuska-Susitna Borough (MSB) with the Alaska State Fair Rebarchek Agricultural Park group shall stabilize the Rebarchek Colony Farm house. All stabilization work must apply and conform to the *Secretary of Interior's Standards for the Treatment of Historic Properties*, 1995, <http://www.nps.gov/history/hps/tps/standguide/index.htm>.

### Timeline

### Project Deliverables

Jul, Oct, Jan, Apr

Submit written reports to the Office of History and Archaeology (OHA) describing project work during the preceding three months, referencing benchmarks in this scope of work.

Apr - May 2018

Coordinate with OHA to complete a property covenant and National Park Service Project Notification and Environmental Screening documents, as necessary.

Complete Section 106 consultation with OHA prior to beginning any work on the building. **Provide a copy of the OHA letter indicating consultation has been done and project work may proceed.**

Apr - May 2018

Select contractor(s) with appropriate expertise for the work. **Submit contractor(s) résumé to OHA for review before a contract is signed.** Document that the contractor(s) was provided information on the Secretary's Standards referenced above and has agreed to comply with them.

Jun 2018 – Aug 2019

Perform stabilization work. Document work with photographs throughout the process. Photos must be dated, described, and include photographer attribution (or prepare a log with this information).

Aug 2019

Host the MSB Historic Preservation Commission members and OHA staff to see the work done with grant funds.

### **Final Reports and Products**

***Prior to October 31, 2019 submit final reports and products to OHA.***

***Submit electronic or digital copies on DVD or Flash Drive.***

1. Written report describing project activities conducted with grant funds. Include details: who, what, where, when, why. Describe how the *Secretary's Standards* were applied.
2. Final billing/reimbursement request with financial documentation supporting claimed eligible costs.
3. Minutes of MSB Historic Preservation Commission meetings showing its knowledge of and participation in the project.
4. Two print and one digital copy of the photographs as described above.

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OR 18-036  
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**Appendix B: Budget**

HPF Project: Rebarchek Colony Farm  
 HPF Number: 18004

**COST CATEGORIES:**

Personal Services	0.00
Travel/Per Diem	0.00
Contractual	38,403.00
Materials/Supplies	0.00
Other:	<u>0.00</u>
Total Direct Costs	38,403.00
x 8.5 % State Indirect Rate	<u>3,264.00</u>
Total Project Costs	41,667.00
40% Grantee Share	16,667.00
60% Federal Share	25,000.00
Minus the State Indirect	- <u>3,264.00</u>
Potential Reimbursement to Grantee	21,736.00

**Service Valuation:** Services shall be valued at the employee's regular rate of pay provided these services are for the same skill for which the employee is normally paid. If the services are not for the same skill, the person must be professionally skilled in the work being performed. The wage rate used will be consistent with that paid for similar work in the labor market in which the grantee competes.

**Rate:** An employee or consultant service shall not charge a rate of more than \$89.41 per hour to the grant. If employee or consultant services exceed this rate, only the amount up to \$89.41 may be charged to the Historic Preservation Fund grant or used as matching expenses.

**Volunteers:** If a person performs volunteer services outside his profession or trade, volunteer time shall be valued at the Federal minimum wage rate or a higher applicable rate if it is documented and approved by the State Historic Preservation Office, such as those rates used by the *Independent Sector's Value of Volunteer Time by State*: [https://www.independentsector.org/volunteer\\_time](https://www.independentsector.org/volunteer_time)

**State Indirect Rate:** State indirect rates may vary during the grant period of performance, but will not exceed 8.5% for this CLG grant.

**Budgetary Amendments:** *An amendment is not required for transfers of funds among direct cost categories (personnel, travel, contractual, etc.) unless the cumulative amount of transfers exceeds 20 percent of the total project budget.*

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## Appendix C: Special Conditions

HPF Project: Rebarchek Colony Farm

HPF Number: 18004

1. Grantee shall submit quarterly narrative progress reports detailing project activity to date within 30 days from the end of the quarter. A final narrative report, billing and final products (publications, plans, etc) are due by October 31, 2019. *The final narrative report is distinct from the final products. The report details methodology, activities, and timeline over the life of the grant.*
2. Projects must comply with the Secretary of the Interior's *Standards and Guidelines for History and Archaeology*. Final reports shall delineate how the work complied.
3. Publications created with an HPF grant shall acknowledge support by the National Park Service and the Alaska Division of Parks and Outdoor Recreation, Office of History and Archaeology in this manner:  
  
*This publication has been financed in part with Federal funds from the Department of the Interior, National Park Service and through the assistance of the State of Alaska Department of Natural Resources Office of History and Archaeology. The contents and opinions expressed do not necessarily reflect the views or policies of the Department of the Interior or the Department of Natural Resources, nor does the mention of trade names or commercial products constitute endorsement or recommendation.*
4. The following are made part of this Agreement by reference: Appendix D: Reporting Requirements, Reimbursement Requests and Audit Requirements; Appendix E: Amendment Procedures; Appendix F: Assurances and Certifications; and the Project Proposal submitted by Grantee.
5. In addition to the terms described in this Grant Agreement, all Federal requirements governing grants are applicable. *Office of Management and Budget: 2 CFR Chapter I and II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Dec 2013. See online: <http://www.whitehouse.gov/omb/circulars>.*
6. This Grant Agreement provides for the voluntary and involuntary suspension or termination of said Agreement consistent with all Federal requirements governing grants.
7. If applicable, a protective covenant shall be attached to the property deed and a copy supplied to the Alaska Office of History and Archaeology. The covenant will apply when there is a change in ownership; it will be enforceable by Alaska law, and will be monitored by the Alaska Office of History and Archaeology. The covenant is effective upon execution of the document, and shall be recorded prior to the disbursement of HPF funds. After HPF funds have been disbursed, they cannot be repaid to avoid the deed restriction.
8. Grantee agrees to allow the State of Alaska the right to use photographs from the project (i.e.: before/after development, workshops, public forums) in various reports or publications, as needed.

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## Appendix D: Reporting Requirements, Reimbursement Requests and Audits

HPF Project: Rebarchek Colony Farm  
HPF Number: 18004

### Section I: Reporting Requirements

Grantee shall submit quarterly narrative progress reports within 30 days following the end of the quarter. The State shall monitor project progress.

The Scope of Work describes eligible activities for the project. Grantee shall use the Scope of Work as a basis for narrative reports and describe all benchmark activities.

### Section II: Reimbursement Requests

Payments are made on a cost reimbursement basis. When requesting reimbursement, Grantee shall include:

- A. A completed Summary of Documentation form accompanied by source documents. The *Summary* serves as a cover sheet listing all eligible costs claimed for the grant project. It also serves as a checklist for the Grantee's request for reimbursement.

Source documentation may consist of copies of paid bills, invoices, canceled checks, receipts of payment by vendor or contractor, timesheets, etc. Donated goods and services may also be claimed for reimbursement on the *Summary of Documentation* form, but must have adequate backup. I.e., submit donated labor, equipment or materials forms signed by donor, or submit a detailed listing of persons donating time or items with dates, names, work performed, etc.

- B. Justification for charges should accompany the invoices. For example, support payment of salaries with time sheets and/or rate of pay. Rental equipment may be supported by time, date, and use statements. Where work has been done under contract, include a copy of the contract with statement for choice of contractor and fee for consultant service.

**Reimbursement** will be processed by the State Historic Preservation Office on a quarterly basis. Reimbursement will be made to the Grantee within about thirty (30) days after receipt of all necessary documentation. Reimbursements will not be made without acceptable narrative progress reports for the corresponding period.

**Indirect Costs:** The State may apply an indirect cost to all reimbursements in accord with Article 5.3 of this Grant Agreement. The indirect cost rate may fluctuate throughout the grant performance period. See budget.

**Retainage:** Ten percent (10%) of the total federal award may be withheld until the project is deemed acceptably complete by the State Historic Preservation Office. Reimbursement of retainage will be made upon approval of final products, acceptable narrative and financial reports, expenditure documentation, and any special conditions of the grant.

Grantee shall notify the Office of History and Archaeology at least three (3) months prior to the project completion date if anticipating any unexpended funds.

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**Section III: Final Narrative Report**

All items in Appendix A: Scope of Work shall be addressed in the final narrative report. The narrative will describe the work (by whom, when, what) accomplished with this grant. This report shall delineate how the local historic preservation commission was kept advised of the project and how the *Secretary's Standards* were applied, as appropriate.

**Section IV: Audit Requirements**

Grantee must make all records relevant to this grant available for audit for a period of three (3) years after the term of the project.

In addition, governmental entities are required to comply with the State of Alaska, Single Audit Regulations 2 AAC 45.010 and the Federal Single Audit Act of 1984 P.L. 98-502.

**Appendix E: Amendment Procedures**

Any proposed change to the project work (deliverables), budget, period of performance, problems or adverse conditions must immediately be brought to the attention of the State Historic Preservation Office, in writing. It may be necessary to receive prior National Park Service approval before the changes may take place. The Office of History and Archaeology will notify the grant recipient in writing when the approval has been obtained in the form of an amendment to the grant agreement. Failure to obtain such approval prior to implementation of changes may jeopardize reimbursement.

**Appendix F: Assurances, Certifications, and Other**

Enclosed are the following documents. Please complete and return as part of this grant agreement.

\_\_\_\_\_ Covenant (*Example sent previously to applicant via e-mail.*)

\_\_\_\_\_ Section 106 Consultation with SHPO (*Example sent previously to applicant via e-mail.*)

\_\_\_\_\_ Willingness to Comply with Requirements of Federal Grant

\_\_\_\_\_ Assurances: Construction Programs

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

\_\_\_\_\_ NPS Project Notification and Environmental Screening Worksheet  
(*Examples sent previously to applicant via e-mail.*)

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**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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 OR 18-036  
 RS 18-030

## Willingness to Comply with Grant Requirements

1. I understand that this is a grant agreement administered by the State of Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation, Office of History and Archaeology.
2. In accepting these funds, I understand it is my responsibility to comply with all program requirements, pertinent State and Federal regulations, and the grant agreement.
3. In accepting these funds, I understand that project records are subject to audit after project completion, and that if such an audit questions expenditures for which I have been reimbursed, I will return any amount paid for questioned expenditures.
4. I understand that no grant or promise of a grant exists until the State Historic Preservation Officer (SHPO) or his/her designee signs the grant agreement, and that any funds expended prior to the grant period or before full grant execution (SHPO signature) may not be reimbursed without specific approval.
5. I understand that the State of Alaska may incorporate an indirect cost to help off-set administration of this grant. The percentage of the indirect may fluctuate over the course of the grant but will not exceed amount shown on the grant agreement.

---

Signature

---

Date

---

Print or Type Name

---

Entity Name and Title

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U.S. Department of the Interior

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

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

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

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

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

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

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

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

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

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

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

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

IM 18-068  
OR 18-036  
RS 18-030

**PART C: Certification Regarding Drug-Free Workplace Requirements**

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

**Alternate I. (Grantees Other Than Individuals)**

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

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

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

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

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

**PART D: Certification Regarding Drug-Free Workplace Requirements**

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

**Alternate II. (Grantees Who Are Individuals)**

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

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)

Im 18-06B  
OR 18-036  
RS 18-030

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

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

DI-2010  
June 1995  
(This form replaces DI-1953 DI-1954  
DI-1955 DI-1956 and DI-1963)

Im 18-068  
OR 18-036  
RS 18-030