

SUBJECT: ACCEPTING AND APPROPRIATING \$80,000.00 FROM THE STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, OFFICE OF HISTORY AND ARCHAEOLOGY, APPROVING THE SCOPE OF WORK AND BUDGET, AND AUTHORIZING THE MANAGER TO ENTER INTO THE STATE GRANT AGREEMENT AND THE AGREEMENT WITH THE ALASKA STATE FAIR FOR THE REBARCHEK COLONY FARM REHABILITATION PROJECT.

AGENDA OF: February 21, 2023

ASSEMBLY ACTION:

Adopted without objection
3-7-23 (B50)

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER: WB

Route To:	Department/Individual	Initials	Remarks
	Planning Director	WB	
	Finance Director	WB	
	Borough Attorney	WB	
	Borough Clerk	WB	2/13/23 SP

ATTACHMENT (S) : Fiscal Note: YES X NO _____

Grant Agreement (15 pp)

Draft MOA with Alaska State Fair (3 pp)

Ordinance Serial No. 23-014 (2 pp)

Resolution Serial No. 23-015 (2 pp)

SUMMARY STATEMENT:

In August 2022 the Assembly authorized the submittal of a grant application to the Alaska State Office of History and Archeology (OHA) on behalf of the Alaska State Fair for the rehabilitation of two historic buildings on the Rebarchek Colony Farm.

The application was submitted requesting \$50,000 in grant funding. This application required a 40 percent match, equaling \$33,333 that was to be provided by the State Fair.

Around the same time, the State Fair submitted an application under another program, requesting \$25,000 with a 50 percent match equaling \$25,000 for the completion of the Stucco on the Rebarchek Colony Farmhouse.

In December, 2022, the Borough received a request from the Office of History and Archaeology to combine both applications into one grant request. During discussions with staff of the OHA on the merging of the applications, it was determined that the combined grant request would be increased to \$80,000 and the match would be 40 percent or \$53,333.00. The combination resulted in an increase in grant funding and a decrease in State Fair match funding.

In order to pass the funding to the Alaska State Fair to complete the work prior to December 31, 2023, a Memorandum of Agreement (MOA) was drafted. This MOA outlines the responsibilities of each party and the reporting requirements of the State Fair to ensure the Borough receives the information needed to provide reports to the State on the use of the grant and State Fair match funding.

RECOMMENDATION OF ADMINISTRATION: Approve the legislation as presented.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: February 21, 2023

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FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <input checked="" type="radio"/> YES <input type="radio"/> NO
AMOUNT REQUESTED <u>\$80,000</u>	FUNDING SOURCE <u>Grant</u>
FROM ACCOUNT #	PROJECT
TO ACCOUNT: <u>440.000.000 3xL4x4</u>	PROJECT # <u>20203</u>
VERIFIED BY: <u>Kirsti Winkler</u>	CERTIFIED BY:
DATE: <u>2-8-23</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds	<u>80.0</u>					
Other						
TOTAL	<u>80.0</u>					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY:

PHONE:

DEPARTMENT:

DATE:

APPROVED BY:

DATE:



State of Alaska Grant Agreement
Historic Preservation Fund Program
CFDA # 15.904



MSB: Rebarchek Colony Farm Rehabilitation

CLG Grant # 22003

This grant agreement is between			State of Alaska, Department of Natural Resources Division of Parks and Outdoor Recreation Office of History & Archaeology 550 W. 7 th Avenue, Ste 1310 Anchorage, AK 99501			hereafter the State, and
Grantee Matanuska Susitna Borough 350 East Dahlia Ave Palmer, AK 99645			Employer ID Number (EIN): 92-0030816 UEI: QRK7LJ2Y3RJ1 VCUST: MAB84586			hereafter the Grantee
Grantee Contact Name & Title		Telephone Number		E-Mail Address		
Tonya Loyer		907-861-8585		Tonya.Loyer@matsugov.us		
ARTICLE 1. Appendices: Appendices and provisions referred to herein are considered part of this agreement.						
ARTICLE 2. Performance of Services: 2.1 Appendix A: Scope of Work. 2.2 Appendix B: Estimated Budget. 2.3 Appendix C: Special Conditions. 2.4 Appendix D: Payment Processes. 2.5 Appendix E: Standard Provisions. 2.6 Appendix F: OMB Circulars, Regulations and HPF Guidance. 2.7 Appendix G: Digital Product Submission Guidelines.						
ARTICLE 3. Period of Performance: The period of performance for this grant agreement begins <u>upon full execution</u> and ends <u>December 31, 2023</u>						
ARTICLE 4. Consideration: In consideration of Grantee's performance under this matching grant program, the State shall apply to the National Park service for HPF assistance in a sum not to exceed \$80,000 and shall reimburse Grantee, in accordance with the Estimated Budget in Appendix B and provisions in Appendix D.						
GRANTEE						
Signature of Grantee's Authorized Representative						Date
Type or Print Name and Title of Grantee Representative						
STATE of ALASKA						
Signature: State of Alaska Certifying Officer						Date
Judith E. Bittner, State Historic Preservation Officer, Office of History & Archaeology Dept of Natural Resources: Division of Parks & Outdoor Recreation 550 W. 7 th Avenue, Suite 1310 Anchorage, AK 99501						

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Appendix A: Scope of Work

Recipient shall rehabilitate the well house/sauna building and replace failing stucco siding on the farm house. The structure is a contributing historic building to a National Register property (AHR Site: ANC-134). Work on the well house/sauna building includes construction of a new foundation, in kind replacement of deteriorated logs and windows, reconstruction of the roof, and rehabilitation of the interior. This project also includes removing and replacing severely failing existing stucco siding on the farm house building with new material that will be applied in the same manner and color as the historic stucco. All work must apply and conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Rehabilitation <https://www.nps.gov/tps/standards.htm>.

Grant Period of Performance Begins upon full Execution and Ends **December 31, 2023**.

Timeline

Benchmark Activities & Project Deliverables

May, Aug, Nov 2023	Submit written quarterly reports to the Office of History and Archaeology (OHA) describing project work during the preceding three months, referencing benchmarks in this scope of work.
February 2023	Coordinate with OHA to prepare a property covenant, if necessary. Complete and submit to OHA the Project Notification and Environmental Screening Worksheets required by the National Park Service for projects involving HPF grants. Complete Section 106 consultation with OHA, and provide a copy of the determination, prior to performing any work.
Apr 2023 – Oct 2023	Perform rehabilitation work. Document work with photographs throughout the process. Photos must be dated, described, and include photographer attribution (or prepare a log with this information).
Nov-Dec 2023	A report on the rehabilitation of the historic buildings will be the final product. The project, including the report, will be posted on the Alaska State Fair's website.

Final Reports and Products: Submit the following items to OHA by January 31, 2024.

1. Written grant 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 HPC meetings showing its participation in the project.
4. One digital copy of the photographs as described above.

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Appendix B: Estimated Budget

Budget Categories	Amount
Personal Services	26,900
Contractual	105,000
Supplies/Materials	992
Other (donations)	441
Estimated Costs (Budget indicates potential over-match)	133,333
Calculations for Grant Purposes	133,333
40% Sponsor Share of Project Costs	53,333
60% <u>Federal Share of Project Costs</u>	<u>80,000</u>
Total Federal Award	
Potential Reimbursement to Sponsor	80,000

Appendix C: Special Conditions

Contractor's Experience & Rates: Consultants/contractors shall have the requisite experience and training in historic preservation or relevant field to oversee the project work. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary, per project location. Current regional salary tables can be found on the Office of Personnel and Management site at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2019/AK.pdf>

Volunteers and Donations: If a person volunteers services outside his profession or trade, volunteer time shall be valued at the Federal minimum wage rate or a higher applicable rate for general laborers, if Grantee documents such, and the rate is approved by the State Historic Preservation Office. See rates compiled for Alaska by the *Independent Sector's Value of Volunteer Time by State*: https://www.independentsector.org/volunteer_time.

Donated labor, equipment or materials shall be adequately documented, if used for match project purposes. A form signed by the donor with dates, names, work performed or items donated, valuation of goods/services, and Grantee's signature, *or* a detailed listing from the Grantee is required.

Reports: Narrative and financial reports may be submitted as often as quarterly. Requests for reimbursement must be accompanied by a narrative for the corresponding period, and a *Summary of Documentation* form with relevant financial backup (e.g., copies of invoices, receipts, checks paid to vendors, payroll ledgers, or timesheets) as needed.

Reports are due within thirty (30) days following the quarter, and within thirty (30) days after project completion or end of project period, whichever occurs first. Submit reports to the State by fax, e-mail, United States Postal Service or another carrier to the Grants Administrator:

Phone : 907-269-8694
E-mail: kathleen.tarr@alaska.gov

State of Alaska: Dept of Natural Resources
Division of Parks and Outdoor Recreation
550 W. 7th Avenue, Suite 1380
Anchorage, AK 99501

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Covenants: If applicable, a protective covenant shall be attached to the property deed and a copy supplied to the Alaska Office of History and Archaeology (OHA). The covenant will apply when there is a change in ownership; it will be enforceable by Alaska law, and will be monitored by OHA. The covenant is effective upon execution of the document and shall be recorded prior to disbursement of HPF monies. A grant cannot be repaid to avoid the deed restriction.

NEPA Compliance: If grant-assisted activity involves development (construction) or archeology, grantee shall submit an *Environmental Screening Worksheet* to determine whether a Categorical Exclusion is allowed in accord with the National Environmental Policy Act (NEPA) of 1969.

Section 106 Compliance: If grant-assisted activity involves construction or ground disturbance, grantee must complete Section 106 consultation with the State Historic Preservation Office, prior to any such work, per the National Historic Preservation Act (54 U.S.C. 306108).

Unanticipated Discovery Protocols: Grantees or contractors shall immediately stop construction in the vicinity of the affected historic or cultural resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, grantee or contractor, and Tribes, as appropriate, have determined a suitable course of action within 15 calendar days.

Project Sign/Notification: Grantee shall create public notification of the project with a project sign or website posting, as appropriate. Photo documentation of the sign for development projects must be submitted to the State. Costs for fabricating and erecting signage is an eligible grant cost. The sign shall be of adequate design and construction to withstand weather exposure, be easily read from the public right-of-way, and be accessible to the public throughout the project term. At a minimum, all notifications shall contain the following: *[Project Name] is supported in part by the Historic Preservation Fund administered by the National Park Service, Department of Interior, and the State of Alaska Office of History & Archaeology.*

NHPA and Secretary's Standards: Grantee shall comply with provisions of the National Historic Preservation Fund Act (54 U.S.C. 300.101 et sq) and apply the appropriate Secretary of Interior's *Standards and Guidelines for Archaeology and Historic Preservation* for this grant-assisted project.

Appendix D: Payment Processes

Reimbursement: Payment shall be made to the Grantee on a cost reimbursement basis. Requests for reimbursement, complete with all necessary backup documentation, shall be processed by the State within 30 days of Grantee submittal. For matching assistance, Grantee must document all eligible project expenses and submit to the State.

Appendix E: Standard Provisions

Article 1. Definitions. In this grant agreement, attachments, and amendments, "OHA" means State of Alaska Office of History and Archaeology. "NPS" means National Park Service. "CFR" means Code of Federal Regulations. "HPF" means Historic Preservation Fund.

Article 2. Insurance. Grantee is responsible for maintaining necessary liability insurance to cover claims brought by third parties for death, injury, property damage, or other loss resulting from activities performed in connection with this grant agreement. The Grantee shall provide and maintain worker's

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compensation insurance as required by AS 23.30 for all employees engaged in work under this grant agreement. The Grantee shall require any contractor to provide and maintain worker's compensation insurance for its employees as required by AS 23.30.

Article 3. Indemnification. Grantee shall indemnify, save harmless and defend the State and NPS, its officers, agents and employees from liability of any nature or kind, including costs and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damage sustained by any person or persons or property as a result of any error, omission or negligent act of the Grantee relating to its performance of this grant.

Article 4. Non-Discrimination. Grantee shall comply with requirements of Executive Order 11246 as amended; Title VI of the Civil Rights Act of 1964, as amended; Title V, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; and all other Federal laws and regulations prohibiting discrimination on basis of race, color, national or ethnic origin, age, disabilities, religion, gender, or sexual orientation.

Article 5. Lobbying. In accepting these funds, Grantee agrees and assures that none of the funds will be used for the purpose of lobbying activities before the Alaska Legislature or United States Congress.

Article 6. Business Enterprise Development: Grantee is encouraged to utilize small businesses, minority-owned firms and women's business enterprises to the fullest extent practicable, per national policy pursuant to Executive Order 12432.

Article 7. No Assignment or Delegation. The Grantee may not assign or delegate this grant agreement, or any part of it, or any right to any of the money to be paid under it, except with prior written consent of the Certifying Officer.

Article 8. Officials Not to Benefit. No member of, or delegate to Congress or the Legislature, or officials or employees of the State or Federal government may share any part of this grant agreement or any benefit to arise from it.

Article 9. Partial Invalidity. If any provision of this Agreement be held invalid or unenforceable, the remainder of the Agreement remain valid and shall not be affected.

Article 10. Photographs and Data Rights. Grantee shall allow the State of Alaska and the National Park Service royalty-free authority to use and reproduce photographs, reports, and other data produced with this grant.

Article 11. Records Retention and Access. Grantee shall retain financial and programmatic records, supporting documents and other grant records in accordance with 2 CFR Part 200.333-337.

Article 12. Audits. Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with 31 USC 7501-7507 and 2 CFR Part 200, Subpart F. Grantee may be subject to 2AAC 45.01, single audit regulations for state grants. If applicable, Grantee must comply with all provisions thereof.

Article 13. Changes. Grantee shall obtain prior approval for budget and scope revisions, in accordance with 2 CFR §200.308. Changes requested by the Grantee in writing, if approved, will be formalized in an amendment. Amendments must be dated and signed by the State before the change is considered official and approved. Grantee will receive copies of any such amendments.

Budget Flexibility and Amendments. Notwithstanding the provisions of Article 13, "Changes," the Grantee may revise line item or subcategory amounts in the project budget in Attachment B without a formal amendment to this agreement when such revisions are **limited to a maximum of 10%** of the total direct costs. Revisions are limited to changes in existing budget line items or categories and must be documented in writing.

Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

Article 14. Conflicts of Interest. In procurement of supplies, equipment, construction, and services by recipients and subrecipients, the conflict of interest provisions in 2 CFR § 200.318 apply. Non-federal entities must avoid prohibited conflicts of interest, including any significant financial interest that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a financial assistance agreement.

Article 15. Procurement. The Grantee shall procure supplies, materials, equipment, and services in a manner that is fair and reasonable, conforming to written procurement standards which reflect State and local laws, and applicable Federal law and standards in 2 CFR Chapter 1, § 200.317- 200.326.

Article 16. Termination. This agreement may be terminated in whole, or in part, consistent with termination provisions for Agreements found in 2 CFR 200.339 – 200.342.

Article 17. Prohibition on Texting and Driving. Recipient is encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles, government-owned or -rented vehicles or while driving privately-owned vehicles when on official government business or when performing any work for or on behalf of the government (Executive Order 13513).

Article 18. Seat Belt Provision. Recipient is encouraged to adopt and enforce on-the-job seat belt use policies for employees when operating company-owned, rented or personally owned vehicles.

Article 19. Trafficking in Persons. This award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR § 175.15).

Article 20. Whistle Blower Rights. Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistle blower rights and protections under 41 USC 4712. Grantee shall insert the substance of this clause in all subawards or subcontracts over the simplified acquisitions threshold, 42 CFR § 52.203-17 as referenced in 42 CFR § 3.908-9.

Article 21. Current Prevailing Rates of Wage and Employment Preference. Certain grant projects are constrained by the provision of Alaska Statute 36: PUBLIC CONTRACTS. To the extent that such provisions apply to the project that is the subject of this grant agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010.

Article 22. Reporting Requirements. The Grantee shall submit progress reports to the State according to the schedule established in this grant agreement.

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Article 23. Right to Withhold Funds. The State may withhold payments under this grant agreement for any violation of these provisions. Any grant funds not utilized for the specific purposes stated in the agreement shall be retained by or returned to the State.

Article 24. Site Control. If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and Grantee has legal access to such property.

Article 25. Inspections and Retention of Records. The State may inspect, in the manner and at reasonable times it considers appropriate, the Grantee's facilities, records and activities under this grant agreement. The Grantee shall retain property receipts and other grant financial records for at least 3 years after project completion or equipment disposal.

Article 26. Confidentiality Agreements. Public Law 113-235 prohibits issuing financial assistance awards to entities that require certain internal confidentiality agreements. Grantees must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or restricting them from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative or agency authorized to receive such information.

Article 27. Conflicts of Interest. Non-Federal entities shall avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to this financial assistance agreement.

Article 28. Publicity and Press Releases. Press releases about this project shall acknowledge the grant assistance provided by the Historic Preservation Fund, NPS, and the State of Alaska, and copies provided to NPS. Notice of public ceremonies shall be transmitted in timely enough manner so that State of Alaska, Department of Interior, Congressional or other Federal officials can attend, if desired.

Article 29. GIS Spatial Data Transfer. One digital copy of all GIS data produced or collected as part of these grant funds will be submitted to the State via data transfer in shapefile (*.shp) or GeoDatabase format. Geographic Data Committee compliant metadata shall be included. Template GeoDatabases and guidelines for creating and submitting GIS data can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm

F. OMB Circulars, Regulations, and Historic Preservation Fund Guidance

Office of Management and Budget (OMB) Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement. (Full text is at <http://www.ecfr.gov>)

- a) **Administrative Requirements:** 2 CFR, Part 200: *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards*, in its entirety
- b) **Determination of Allowable Costs:** 2 CFR, Part 200: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E*

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c) **Audit Requirements:** 2 CFR, Part 200: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F*

d) **Procurement Procedures:** 2 CFR, Part 200.317-200.326

e) **Code of Federal Regulations/Regulatory Requirements:**

2 CFR, Part 182 & 1401, *Government-wide Requirements for a Drug-Free Workplace*

2 CFR, Part 180 & 1400, *Non-Procurement, Debarment and Suspension*

2 CFR, Part 170: *Reporting Subawards and Executive Compensation*

2 CFR, Part 175: *Trafficking Victims Protection Act of 2000*

2 CFR, Part 25: *System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS)*

43 CFR 18: *New Restrictions on Lobbying*

Federal Acquisition Regulation, Clause 52.203-12, Paragraphs (a) and (b): *Limitation on Payments to Influence Certain Federal Transactions*

National Historic Preservation Fund Act (54 U.S.C. 300.101 et sq)

HPF Grants Manual: Grantee shall comply with the policies set forth in the Manual. Provisions of said manual are incorporated into and made a part of this project agreement.

G. Digital Product Submission Guidelines

The National Park Service's (NPS) State, Tribal, Local, Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the Integrated Resource Management Applications (IRMA), the NPS's digital repository system. To see grant products that have already been uploaded, go to IRMA, choose Historic Preservation Fund (HPF) under "Select a Park, Office, Program or Region" and select a category of featured content.

What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
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<p>Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)</p> <p>Substantive event materials (including programs, proceedings, handouts, photographs)</p> <p>Professionally produced content (including books, documentaries, oral histories, presentations and PSAs)</p> <p>Interpretive products (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)</p> <p>Online content (including websites, story maps, and other web-based projects)</p>	<p>Digital copies saved on CD/DVD-Rs or flash drives (unless arrangements have been made with your grant administrator)</p> <p>Confidential/restricted reports that cannot be viewed by the general public (including archeological reports, architectural reports on federal buildings or restricted sites)</p> <p>Other documentation not intended for the general public (including survey forms, financial records, correspondence)</p> <p>Ephemeral products unlikely to be of future value to the general public (including flyers, postcards, invitations, meeting minutes)</p>
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Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.

- Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.
- For additional questions about the required disclaimer, consult with your NPS grant manager.

Naming files for submission:

- Name each file you will be submitting using the following naming convention:
[Grant Program]_[Fiscal Year]_[State, if applicable]_[Grantee or Subgrantee]_[Grant Number]_[Short File Description]
- Do not use spaces or special characters (#,%,&,:) in the file name.
- For "Short File Description," write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.
Ex: Audio files submitted under a FY2018 grant by the DC State Historic Preservation Office
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoelInterview001.mp3
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoelInterview002.mp3
- Use the appropriate abbreviation for your grant program in the file name

Required file formats and resolution standards:

- *Reports and publications:* PDF files saved at 300 ppi (pixels per inch) and 100% of the original document size. When possible, convert original documents to PDFs (for example, saving as PDFs from Word or InDesign files). Otherwise, save high resolution scans of printed materials as PDFs.
- *Photos:* JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
 - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** Photo release forms are available on the STLPG website.
 - **Development (construction) grants must submit at least one before and one after photograph of work completed under the grant.** Refer to the NPS Documenting

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Historic Places on Film guidelines for more information on photographing a variety of historic environments and buildings.

- *Videos*: MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio*: Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the National Archives' Tables of File Formats.

Creating an index file for your submission:

- Include this information in the index file for each product that is being submitted: Grant Number
Subgrant Number (if applicable)
Title of Product
Filename
Product Creator(s) (give full names and their roles; include up to 5 names or organizations)
Date Completed
Extent (number of pages, photographs, or length of audio/video files; use when applicable)
Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:
[Grant Program]_[Fiscal Year]_[State, if applicable]_[Grantee or Subgrantee]_[Grant Number]_Index.docx
Ex: SHPO 18 DC_GranteeHistoricDistric_P17AFO0001_Index.docx

Assurances—Non-Construction Programs

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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 nineteen 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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.O. 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. § 36701 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.
7. 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 or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, 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.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 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.
10. Will comply, if applicable, 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.
11. 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; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of

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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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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).

12. 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.
13. 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.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. 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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CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)" and "Governmentwide Requirements for Drug-Free Workplace" and 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, for prospective participants in primary covered transactions, as defined at 15 CFR Part 26, Sections 26.105 and 26.110 --

- (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 from covered transactions 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.

2. DRUG-FREE WORKPLACE REQUIREMENTS Alternate I. Grantees Other Than Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR Part 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 --

A. The grantee certifies that it will or will 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 the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. 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).

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B. The grantee shall 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 file that are not identified here.

Alternate II. Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 -

(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 Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000, or loan or loan guarantee over \$150,000, as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that 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, an 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 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 and disclose 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.

Statement for loan Guarantees and Loan Insurance

The Undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement 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 duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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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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**MEMORANDUM OF AGREEMENT
BETWEEN THE
ALASKA STATE FAIR
AND THE
MATANUSKA-SUSITNA BOROUGH
FOR THE
REBARCHEK COLONY FARM REHABILITATION PROJECT
WITHIN THE MATANUSKA-SUSITNA BOROUGH**

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into this ____ day of _____, 2023, by and between the ALASKA STATE FAIR, (hereinafter referred to as "STATE FAIR"), acting by and through the Office of its Director and the MATANUSKA-SUSITNA BOROUGH (hereinafter referred to as "MSB OR BOROUGH"), acting by and through the Office of the Borough Manager.

The Matanuska-Susitna Borough, as the Certified Local Government, applied for and received a Historic Preservation grant, on behalf of the State Fair, for the Rebarchek Colony Farm Rehabilitation project. The Rebarchek Colony Farm House was the first home constructed as part of the Colony project. The continued rehabilitation of the Farm House and its remaining associated outbuilding are vital to the history of the Matanuska-Susitna Borough.

The Borough Assembly, with the adoption of Ordinance Serial No. 23-____, and its accompanying Resolution Serial No. 23-__ and Informational Memorandum 23-____, accepted and appropriated \$80,000.00 from the State of Alaska, Department of Natural Resources, Office of History and Archeology (hereinafter referred to as "State OHA"), and approved the scope of work and budget for the Rebarchek Colony Farm Rehabilitation Project (hereinafter referred to as "the project"). This includes the understanding that the State Fair would meet the required 40 percent match, in the amount of \$53,333.00, and complete the work as outlined in the grant agreement.

The parties mutually agree as follows:

1. The State Fair agrees it will be responsible for, and adhere to, all the terms and conditions for the recipient in the grant application and authorized by the State Grant Agreement; CLG Grant #22003.
2. The State Fair agrees to complete the project tasks as described in the merged grant application and authorized by the State Grant Agreement, CLG Grant #22003, and associated appendices, attached as Exhibit A and incorporated into this MOA by reference.
3. The State Fair agrees to comply with all applicable codes, statutes, and regulation of the Borough, State of Alaska, and the United States.

4. The agreement shall become effective upon the signing by the Borough Manager, or his designee, State Grant funding will expire on December 31, 2023, no project work will occur prior to the effective date or after December 31, 2023.
5. The State Fair will provide the MSB with all information necessary to complete all status and financial reports required by the State of Alaska, on the form provided by the Borough. This information will include status updates on the Benchmark Activities and Project Deliverables, and the Final Reports and Products as shown in Appendix A: Scope of Work of the State Grant Agreement, CLG Grant #22003.
6. The Borough will reimburse the State Fair for 60% of actual expenditures, up to a maximum of **Eighty Thousand dollars (\$80,000)**, made in accordance with the grant documents. Reimbursements will be made upon receipt of a grant report outlining activities completed since the last report, and total expenses, with receipts and documentation. The remaining 40% of actual expenditures, up to a maximum of **Fifty-Three Thousand Three Hundred Thirty Three dollars (\$53,333)**, made in accordance with the grant documents, will be considered the required cash match provided by the State Fair, and reported on the Boroughs report to the State OHA.
7. The State Fair shall coordinate all regulatory agency reviews and obtain all necessary written approvals from all regulatory agencies.
8. The State Fair has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to ensure reasonable safety through the completion of the project. In this connection, the State Fair shall cause reasonable precautions to be taken for the safety of all project employees and all other persons whom the project might affect, and shall inspect all work and materials incorporated in to the project, and all property and improvements on the construction site and adjacent thereto.
9. The Borough retains the right to audit the project any time within three (3) years after close-out upon written notice to the State Fair. All project records shall be maintained by the State Fair for three (3) years after the date of project close-out.
10. Nothing in this agreement, express or implied, is intended or shall be construed to give any person, other than the parties hereto, any right, remedy or claim under or by reason of this agreement. The covenants contained in this agreement are for the exclusive benefit of the parties hereto, their successors and assigns.
11. The State Fair shall require compliance, of any contractor retained for this project, with all federal, state and local laws, regulation, and ordinances relating to labor and civil rights.
12. The State Fair shall ensure that none of the funds paid under this Agreement will be used for any purpose not included in the scope of the grant, including but not limited to lobbying activities before the Alaska State Legislature.
13. The failure of the Borough to insist in any one or more instances upon strict performance by the State Fair of any provision of covenant in the Agreement may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by

the Borough of any provision or covenant in this Agreement cannot be enforced or relied upon by the State Fair unless the waiver is in writing and signed on behalf of the Borough.

14. The State Fair shall indemnify, defend, and hold and save the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees. The State Fair shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from State Fair's or State Fair's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, State Fair shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees.
15. This agreement may be modified or amended by written Agreement signed by both parties.
16. Unless changed by prior written notice, any notices required by the Agreement must be sent to the following addresses:

BOROUGH:

Matanuska-Susitna Borough
350 E. Dahlia Avenue
Palmer, Alaska 99645

STATE FAIR:

Alaska State Fair
2075 Glenn Hwy,
Palmer, Alaska 99645

MATANUSKA-SUSITNA BOROUGH

ALASKA STATE FAIR

Michael Brown, Borough Manager

Jerome Hertel, General Manager

Date

Date

BOROUGH USE ONLY

Fund Verified: 440.000.000 449.500 20203- XXXX-XXXX

\$80,000.00

TOTAL

\$80,000.00

Signature

Date