



THE STATE  
of ALASKA

GOVERNOR MICHAEL J. DUNLEAVY

Department of Natural Resources

Division of Parks and Outdoor Recreation  
Office of History and Archaeology

550 West 7<sup>th</sup> Avenue, Suite 100  
Anchorage, AK 99501  
Main: 907.269-8694

May 20, 2019

P. Keith Brady, Municipal Administrator  
City & Borough of Sitka  
100 Lincoln Street  
Sitka, AK 99835

RE: HPF Grant # 18023 *Fraser Hall: Interior Rehabilitation*

Dear Mr. Brady:

Enclosed is a fully executed grant agreement for the above-referenced Historic Preservation Fund (HPF) project. The period of performance for this 60-40 matching grant began upon execution by our office (5-8-2019) and ends September 30, 2019.

Please note this agreement was initially assigned as HPF #19002, but is now assigned as HPF # 18023. We recently had a Certified Local Government (CLG) grant cancellation, so we needed to fund another CLG project with HPF-18 money, rather than HPF-19, to help us meet the federally mandated allocation to CLGs each year. We understand that this project for Fraser Hall will be completed by September 30, 2019, so it is an excellent candidate. In addition to the change in HPF number, the end date on pages 1 and 3 of the grant agreement was changed to September 30, 2019. All other provisions remain the same.

Project billing and reporting forms are available in electronic format and will be e-mailed to staff for future use upon request. The *Summary of Documentation* form, backup financial information, and a written narrative report must accompany any request for reimbursement.

Thank you for participating in this HPF grant program. If you have any questions, please contact me at [jean.ayers@alaska.gov](mailto:jean.ayers@alaska.gov) or (907) 269-8694.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jean Ayers".

Jean Ayers  
Grants Administrator

Enc: Executed Grant Agreement

Cc: Amy Ainslie, CBS Planner  
Rebecca Poulson, Project Manager  
Roger Schmidt, Sitka Fine Arts Camp

**Historic Preservation Fund**  
**State-Local Agreement for Certified Local Government**  
**CFDA # 15.904      HPF Project # 18023**

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

City & Borough of Sitka      EIN 92-00041163 hereafter, the Grantee  
100 Lincoln St. Sitka, AK 99835

Article 1. Grant Title: **Fraser Hall: Interior Rehabilitation**

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: Scope of Work to be performed by the Grantee.
- 3.2 Appendix B: Project Budget.
- 3.3 Appendix C: Specific Provisions for HPF Grants.
- 3.4 Appendix D: Standard Provisions
- 3.5 Appendix E: Assurances, Certifications, and other requirements for performance of services under this grant.
- 3.6 Appendix F: 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 May 8, 2019 and ends September 30, 2019  
There can be no time extensions.

Article 5. Consideration for this matching and reimbursable grant.

- 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 project 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 To request reimbursement, Grantee shall submit narrative and financial reports, backup documentation of claimed costs, and other pertinent information 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*

<b>Grantee Information and Signature</b>	<b>DNR Use Only</b>
DUNS: 063373831	<b>Grant Tracking</b>
Sponsor Name: Individual or Entity City & Borough of Sitka	Federal Funding Agency: Department of Interior, National Park Service
Sponsor Signature <i>P. Keith Brady</i> Date 4/23/2019	Name: Historic Preservation Fund Grants-in-Aid to State Historic Preservation Offices
Name and Title: Type or Print P. Keith Brady, Municipal Administrator	Opportunity #: NPS - HPF Grant #: 02-19-171384
<b>State of Alaska Information and Signature</b>	
Department of Natural Resources Division of Parks and Outdoor Recreation Office of History and Archaeology	Encumbrance No. Financial Coding Vendor No.
Signature: State Certifying Officer <i>Judith E. Bittner</i> Date 5-8-19	Project Name: Fraser Hall: Interior Rehab
Name and Title: Type or Print Judith E. Bittner, State Historic Preservation Officer	Grant Purpose: Development

## NOTARY STATEMENT

This certifies that on the 23<sup>rd</sup> day of April, 2019, before me a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared

P. Keith Brady, Municipal Administrator  
Name and Title

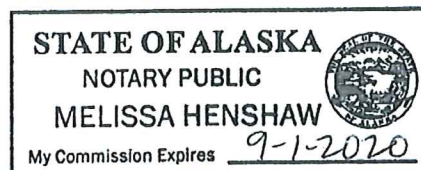
who has executed this instrument on behalf of the City & Borough of Sitka

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

*Melissa Henshaw*

Signature: Notary Public

My commission expires 9-1-2020





## Appendix A: Scope of Work

### HPF # 18023: Sitka, Fraser Hall Interior Rehabilitation

Grant Period: May 8, 2019 to September 30, 2019

Federal Share: \$ 25,000

The City & Borough of Sitka (CBS) in partnership with the Sitka Fine Arts Camp shall rehabilitate the large classroom on the main floor of Fraser Hall, a contributing building to the Sheldon Jackson School National Historic Landmark. Recipient shall hold a public event near the end of the project and post information and photographs about the project on the Sitka Fine Arts Camp website. All rehabilitation work must apply and conform to the *Secretary of Interior's Standards for the Treatment of Historic Properties*, <https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>

#### Timeline

#### Project Deliverables

Jul, Oct, Jan, Apr, Jul	Submit to the Office of History and Archaeology (OHA) written reports describing project work during the preceding three months, referencing benchmarks in this scope of work.
May - Jun 2019	Complete and submit to the OHA the Project Notification and Environmental Screening worksheets required by the National Park Service for projects involving National Historic Landmarks.  Complete Section 106 consultation with the OHA prior to beginning rehabilitation work on the building. <b>Provide a copy of the OHA letter indicating consultation has been done and project work may proceed.</b> Update property covenant.
May - Jun 2019	Recruit restoration team members with appropriate expertise to conduct work. Select members and <b>submit their résumés to OHA for review before contracts are signed.</b> Document that the contractor(s) was provided information on the Secretary's standards referenced above and has agreed to comply with them.
Jun – Sep 2019	Train volunteers. 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).
Sept 2019	Publicize and host an event for members of the Sitka Historic Preservation Commission and the public. Post information about the building and the rehabilitation project on the Sitka Fine Arts Camp and/or a Sheldon Jackson School website.

#### **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 for Treatment* were applied.
2. Final billing/reimbursement request with financial documentation supporting claimed eligible costs.
3. Minutes of Sitka Historic Preservation Commission meetings showing its knowledge of and participation in the project.
4. Two print and one digital copy of the promotional materials for the event and project photographs as described above.

## Appendix B: Budget

### HPF # 18023: Fraser Hall Interior Rehabilitation

#### COST CATEGORIES:

Personal Services	30,548.00
Contractual	14,950.00
Materials/Supplies	7,111.00
Other: CBS, Permit, Disposal	2,145.00
Room & Board for Interns	35,000.00
<b>Total Direct Costs (Over-Match Anticipated)</b>	<b>89,754.00</b>
 <b>Total Direct Costs for HPF Grant Purposes</b>	 <b>38,403.00</b>
x 8.5 % State Indirect Rate	<u>3,264.00</u>
<b>Total Project Costs</b>	<b>41,667.00</b>
40% Grantee Share	16,667.00
60% Federal Share	25,000.00
Minus the State Indirect Cost	- <u>3,264.00</u>
Potential Reimbursement to Grantee	21,736.00

**Compensation Limit:** Compensation for an employee or consultant shall not exceed 120% of a GS-15, step 10 in the Federal Civil Service. As of January 2019, this maximum is \$95.74 per hour. If employee or consultant services exceed this rate, only the amount up to \$95.74/hour may be claimed against the Historic Preservation Fund grant or used as matching expenses. <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2019/general-schedule/>

**Volunteers:** If a person performs volunteer services outside his profession or trade, volunteer time may be valued at the Federal minimum wage rate or a higher applicable rate for general laborers, if Grantee documents such, and they are approved by the State Historic Preservation Office. For examples, see rates compiled 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 Costs:** The State may apply an indirect cost to all reimbursements in accordance with this Grant Agreement. The indirect cost rate may fluctuate throughout the grant period of performance, but it will not exceed the State's federally approved indirect rate in effect at the time.

**Budget Flexibility and Amendments:** Grantee may revise the project budget shown in Attachment B without a formal amendment to this agreement. However, such revisions are limited to a maximum of 10% of the total amount of this agreement or \$10,000, whichever is less over the entire term of this agreement.

Such budget revisions are also limited to changes in existing budget line items, and the creation of new budget line items that are within the scope of the project. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits described above may only be made by a formal amendment to this agreement.

**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.



## Appendix C: Specific Provisions for HPF Grants

### HPF # 18023: Fraser Hall Interior Rehabilitation

1. **Reports:** Grantee shall submit quarterly narrative progress reports detailing project activity within 30 days following the end of each quarter. Grantee shall use the Scope of Work as a basis for reports and describe activities related to the benchmarks. A final narrative report, billing and final products (publications, plans, etc) are due within 30 days following project end. *The final narrative report is distinct from final products. The report details methodology, activities, and timeline over the life of the grant.* The final report shall delineate how the local historic preservation commission was kept advised of the project and how the *Secretary of Interior Standards and Guidelines* were applied.
2. **Publications:** Publications assisted with HPF grants 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 Office of History and Archaeology. Contents and opinions expressed do not necessarily reflect the views or policies of the Department of the Interior or the State of Alaska, nor does the mention of trade names or commercial products constitute endorsement or recommendation.*
3. **Photographs:** Grantee shall allow the State of Alaska and the National Park Service the right to use photographs (i.e.: before/after development, workshops, public forums) in reports or publications.
4. **Audits:** Grantee shall make all relevant records available for audit for a period of three (3) years after the term of the project. Governmental entities are also 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.
5. **Amendments:** Any proposed change to the project deliverables, budget, period of performance, 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.
6. **Termination:** This Grant Agreement provides for the voluntary and involuntary suspension or termination of said Agreement consistent with all Federal requirements governing grants.
7. **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. 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 disbursement of HPF monies. HPF cannot be repaid to avoid the deed restriction.
8. **Fund Balances:** Grantee shall notify the Office of History and Archaeology at least three (3) months prior to the performance period end date if anticipating any unexpended grant funds.
9. **Reimbursement Requests:** Payments are made on a cost reimbursement basis. When requesting reimbursement, Grantee shall include a completed Summary of Documentation form accompanied by source documents. The *Summary* serves as cover sheet and checklist for all eligible costs claimed during that reporting period. Source documents may be copies of accounts ledgers, paid bills, invoices, canceled checks, receipts of payment by vendor or contractor, timesheets, etc.
10. **Payments:** Reimbursement requests are typically processed on a quarterly basis and payments made to the Grantee within thirty (30) days after receipt of all necessary documentation. Reimbursements will not be made without acceptable narrative progress reports or backup financial information.

## Appendix D: Standard Provisions

Article 1.     Definitions. In the grant agreement, attachments, and amendments, "Certifying Officer" means the person who signs this grant agreement on behalf of the entity and includes a successor or authorized representative.

Article 2.     State Saved Harmless. The Grantee shall indemnify, save harmless and defend the State, 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 3.     Inspections and Retention of Records. The State may inspect, in the manner and at reasonable times it considers appropriate, all of the Grantee's facilities, records and activities under this grant agreement. The Grantee shall retain property receipts and other grant records for at least 3 years after project completion or equipment disposal.

Article 4.     Disputes. Any dispute concerning a question of fact arising under this grant agreement, which is not disposed of by mutual agreement, shall be decided without bias by the Certifying Officer. The decision shall be in writing and mailed or otherwise furnished to the Grantee. The decision of the Certifying Officer is final and conclusive, unless, within 30 days from the date of receipt of the decision, the Grantee mails or otherwise furnishes a written appeal to the Commissioner of the Department. The Commissioner shall hear the appeal. The decision of the Commissioner is final and conclusive, unless it is fraudulent or not supported by substantial evidence. In any proceeding under this Article, the Grantee has a right to offer evidence in support of its appeal. Pending final decision of a dispute, the Grantee shall proceed with the Performance of the grant agreement in accordance with the Certifying Officer's decision.

Article 5.     Equal Employment Opportunity (EEO). The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on grant-funded projects, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

The Grantee shall include the provisions of the EEO article in every contract relating to this grant agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor and subcontractor.

Article 6.     Termination. The Certifying Officer, by written notice may terminate this grant agreement, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the provision of this agreement for services rendered before the effective date of termination.



Article 7. Lobbying Activities. In accepting these funds, the 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 8. Payment of Taxes. As a condition of this grant agreement, the Grantee shall pay all Federal, State and Local taxes incurred by the Grantee and shall require their payment by any contractor or any other persons in the performance of this grant agreement.

Article 9. Worker's Compensation Insurance. The Grantee shall provide and maintain worker's 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 10. Insurance. The Grantee is responsible for obtaining any necessary liability insurance.

Article 11. 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. Further, in accordance with AS 36.10.010, the work force employed in the completion of this project shall be 95% local residents where they are available and qualified. If 10 or fewer persons are employed, then 90% of the project work force shall be local residents where they are available and qualified.

Article 12. Right to Withhold Funds. The Department may withhold payments under this grant agreement for any violation of the provisions of this grant agreement.

Article 13. Governing Law. This grant agreement is governed by the laws of the State of Alaska and the United States government. The Grantee shall perform all aspects of this project in compliance with all appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

Article 14. 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 15. Covenant Against Contingent Fees. The Grantee warrants that no person or agency has been employed or retained to solicit or secure this grant agreement upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the Grantee for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this grant agreement without liability or in its discretion, deduct from the grant agreement price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

Article 16. Changes. Any changes which have been agreed to by both parties will be attached and made a part of this grant agreement by use of an amendment. Any such amendment must be dated and must be signed by both parties before the change is considered official and approved.



Article 17. Public Purposes. The Grantee agrees that the project to which this grant agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, change in marital status, pregnancy or parenthood.

Article 18. 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 further that this is legal access to such property.

Article 19. Operation and Maintenance. Throughout the useful life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 20. Assurance. The Grantee shall spend monies appropriated under this grant only for the purposes specified in the grant agreement.

**Office of Management and Budget Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this agreement (full text can be found at <http://www.ecfr.gov>

**Administrative Requirements:** 2 CFR, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; in its entirety; Final Rule, Dec 2013.*

**Determination of Eligible Costs:** 2 CFR, Part 200, Subpart E

**Audit Requirements:** 2 CFR, Part 200, Subpart F

**Drug-Free Work Place:** 2 CFR, Part 182 & 1401

**Non-Procurement Debarment and Suspension:** 2 CFR 180 and 1400

**New Restrictions on Lobbying:** 43 CFR 18

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

**Limit on Payments to Influence Federal Transactions:** FAR Clause 52.203-12, paragraphs (a) & (b)

### Appendix E: Assurances, Certifications, and Other

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

\_\_\_\_\_ Covenant: Example

\_\_\_\_\_ Section 106 Consultation with SHPO

\_\_\_\_\_ 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  
(For projects involving a National Historic Landmark)

## 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



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



Applicant Organization

City and Borough of Sitka

Title

Municipal Administrator

Date Submitted

4/23/2019

## 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).



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.

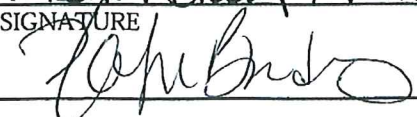
#### Statement for loan Guarantees and Loan Insurance

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
City and Borough of Sitka	19002/Fraser Hall
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
P. Keith Brady, Municipal Administrator 4/23/2019	
SIGNATURE	DATE
	

## 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

4/23/2019  
\_\_\_\_\_  
Date

P. Keith Brady  
\_\_\_\_\_  
Print or Type Name

City and Borough of Sitka      Municipal Administrator  
\_\_\_\_\_  
Entity Name and Title