

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



Municipality of Anchorage, Government Hill Wireless Station, Historic Structures Report, PHASE 2

**CLG Grant # 24001** 

This grant agreement is between State of Alaska, Department of Natural Resources

Division of Parks and Outdoor Recreation

Office of History & Archaeology 550 W. 7th Avenue, Ste 1310

hereafter the State, and Anchorage, AK 99501

Grantee

Municipality of Anchorage Planning Dept., 4700 Elmore Road

Anchorage, Alaska 99507

Employer ID Number (EIN): 920059987

UEI: G6XSV1B8MVB9 VCUST: MOA84635

Grantee Contact Name & Title

Telephone Number

E-Mail Address

Tom Davis, Historic Preservation Officer 907-343-7916

tom.davis@anchorageak.gov

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 upon full execution and ends September 30, 2026

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 \$30,000 and shall reimburse Grantee, in accordance with the Estimated Budget in Appendix B and provisions in Appendix D.

GRANTEE Date Signature of Grantee's Authorized Representative

Type or Print Name and Title of Grantee Representative

Rebecca A. Windt Pearson, Municipal

STATE of ALASKA

Signature: State of Alaska Certifying Officer

Judith E. Bittner, State Historic Preservation Officer, Office of History & Archaeology

Dept of Natural Resources: Division of Parks & Outdoor Recreation

550 W. 7th Avenue, Suite 1310 Anchorage, AK 99501 PROJECT: MOA, Government Hill Wireless Station, HSR Phase 2

**GRANT: HPF #24001** 

### Appendix A: Scope of Work

This project is a second-phase continuation of the Government Hill Wireless Station Historic Structure Report (HSR). The Municipality recently completed a first-phase historic structure report through a prior CLG grant. The second-phase report supports continued, time-sensitive efforts to rehabilitate this property.

The grant recipient shall carry out the following Tasks 1-4.

- 1. Prepare an engineering development plan for stabilizing the original wireless station building (Building A)
- 2. Complete property stabilization actions for maintenance, security, and safety.
- 3. Prepare detailed cost estimates for alternative treatment options for all three buildings.
- 4. Study the feasibility and implications of each alternative historic preservation treatment option and investigate the property management and development issues identified in the first phase HSR.

Work shall follow guidelines set forth in *Preservation Brief 43: The Preparation and Use of Historic Structures Reports*. 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 Execution and Ends September 30, 2026.

<u>Timeline</u>	Benchmark Activities & Project Deliverables	
May, July, November	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.	
January - September 2025	Hire consultant to prepare structural stabilization plan for Building A. Hold initial consultation meeting with the Government Hill CC. Prepare Building A structural stabilization plan and submit to OHA for a 30-day review. Complete property stabilization actions for maintenance, security, and safety following the Secretary of Interior standards.	
October – December 2025	Hire a consultant to prepare construction cost estimates for alternative treatments. Submit preliminary cost estimates to OHA and the HPC for a 30-day review. Hold a second consultation meeting with Government Hill CC.	
January - June 2026	Hold public a meeting with Government Hill residents and other stakeholders. Hold public work session with Anchorage Assembly. Submit updated HSR to OHA and the Anchorage Historic Preservation Commission for a 30-day review and comment.	
July - September 2026	Revision of final products.  Final Report (with photos) submitted to OHA.	

Final Reports and Products: Submit the following items to OHA by September 30, 2026.

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- 1. Written report describing project activities conducted with grant funds. Include details: who, what, where, when, why. Describe how the Secretary's Standards were applied.
- 2. Final billing/reimbursement request with financial documentation supporting claimed eligible costs.
- 3. Minutes of HPC meetings showing its participation in the project.
- 4. One digital copy of the photographs as described above, or as included in the HSR, Phase 2.

## CLG Grant: HPF/CLG #24001, Municipality of Anchorage, PHASE 2, Gov Hill Wireless HSR

# Appendix B: Estimated Budget\*

Total by Cost Category	Cost Category	Sponsor Share	Federal Share
\$\$		40%	60%
10,000	Personal Services In-Kind Services by MOA, HPC, GHCC	15,000.00	
0	Travel Contractual		
	MOA Historic Preservation Fund - cash CLG Grant monies	5,000.00	29,340.00
0	Supplies/Materials		
5,000	Other (specify)		
	MOA Administrative fee		660.00
15,000	Total Project Costs (TPC)	20,000.00	30,000.00



### **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/payleave/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

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. <u>Definitions</u>. 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. <u>Insurance</u>. 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

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. <u>Indemnification</u>. 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. <u>Lobbying</u>. 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.

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- Article 6. <u>Business Enterprise Development:</u> 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. <u>Audits</u>. 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. <u>Conflicts of Interest</u>. 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. <u>Procurement.</u> 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. <u>Termination</u>. 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. <u>Prohibition on Texting and Driving</u>. 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. <u>Seat Belt Provision</u>. 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. <u>Trafficking in Persons</u>. 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 it 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.
- Article 23. <u>Right to Withhold Funds</u>. 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. <u>Site Control.</u> 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. <u>Inspections and Retention of Records</u>. 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. <u>Confidentiality Agreements</u>. 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

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abuse to a designated investigative or law enforcement representative or agency authorized to receive such information.

Article 27. <u>Conflicts of Interest</u>. 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. <u>Publicity and Press Releases</u>. 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: <a href="https://www.nps.gov/crgis/crgis\_standards.htm">https://www.nps.gov/crgis/crgis\_standards.htm</a>

### 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
- 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 (<u>www.SAM.gov</u>) 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)

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**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 <u>Integrated Resource Management Applications</u> (]RMA), the NPS's digital repository system. To see grant products that have already been uploaded, go to <u>IRMA</u>, 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
Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)	Digital copies saved on CD/DVD-Rs or flash drives (unless arrangements have been made with your grant administrator)
Substantive event materials (including programs, proceedings, handouts, photographs)	Confidential/restricted reports that cannot be viewed by the general public (including archeological reports, architectural reports on federal buildings or restricted sites)
Professionally produced content (including books, documentaries, oral histories, presentations and PSAs)	Other documentation not intended for the general public (including survey forms, financial records, correspondence)
Interpretive products (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)	Ephemeral products unlikely to be of future value to the general public (including flyers, postcards, invitations, meeting minutes)
Online content (including websites, story maps, and other web-based projects)	

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.

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• 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\_JohnDoeInterview001.mp3

  SHPO\_18\_DC\_GranteeHistoricDistrict\_P17AF00001\_JohnDoeInterview002.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 Historic
    Places on Film guide lines 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 convent ion: [Grant Program]\_[Fiscal Year]\_[State, if applicable]\_[Grantee or Subgrantee]\_[Grant Number] Index.docx

Ex: SHPO 18 DC GranteeHistoricDistric P17AFO0001 Index.docx

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