

RESOLUTION 18-2014

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, APPROVING THE APPLICATION BY THE BENSON HISTORIC PRESERVATION COMMISSION FOR A CERTIFIED LOCAL GOVERNMENT PASS-THROUGH GRANT ADMINISTERED BY THE ARIZONA STATE HISTORIC PRESERVATION OFFICE FOR ASSISTANCE IN COMPLETING AN INVENTORY OF STRUCTURES ON FOURTH STREET

WHEREAS, the Legislature, pursuant to A.R.S. § 41-501, et seq., has authorized the establishment of the CLG Pass-Through grant Program to provide funds to the State of Arizona and other eligible applicants for the purpose of preserving historic and prehistoric resources; and

WHEREAS, the Arizona State Parks Board (“Board”) is responsible for the administration of the program within the State, which has established rules and procedures governing application under the program; and

WHEREAS, said adopted procedures established by the Board require the applicant to certify by resolution the approval of applications, signature authorization, the availability of local matching funds, and authorization to sign a Participant Agreement with the Board; and

WHEREAS, the Council endeavors to raise awareness of historic preservation and the specific properties within corporate limits that may be suitable for nomination to the National Register; and

WHEREAS, an inventory of structures is the first step in the nomination process, at an estimated cost of \$4,000.00, which is the subject of the attached Application to the Board for a grant under a program that will require a forty percent local match.

NOW, THEREFORE, BE IT RESOLVED that the City of Benson hereby accepts and approves the filing of an application by the Benson Historic Preservation Commission for funding through a FY 2014 CLG Pass-Through grant in the amount of \$4,000.00 to conduct an inventory of properties along Fourth Street.

BE IT FURTHER RESOLVED that the City of Benson certifies that the Benson Historic Preservation Commission will comply with all appropriate state and federal regulations, policies, guidelines and requirements as they relate to the application.

BE IT FURTHER RESOLVED that the City of Benson agrees to comply with all appropriate procedures, guidelines and requirements established by the Board as part of the application process.

BE IT FURTHER RESOLVED that the City of Benson certifies that the City of Benson General Funds has matching funds in the amount of \$1,600.00, and that if awarded the subject grant, is authorized to expend these funds on this project.

BE IT FURTHER RESOLVED that the City of Benson hereby authorizes the Mayor to take the actions necessary for the completion of the aforementioned project.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 23rd day of June, 2014.



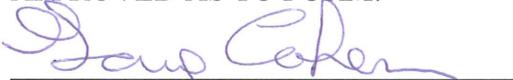
TONEY D. KING, SR., Mayor

ATTEST:



VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:



MESCH, CLARK & ROTHSCHILD

by GARY J. COHEN

City's Attorney

Janice K. Brewer
Governor

Bryan Martyn
Executive Director



Board Members

Alan Everett, Sedona, *Chair*
Walter D. Armer, Jr., Vail
Mark Brnovich, Phoenix
R. J. Cardin, Phoenix
Kay Daggett, Sierra Vista
Larry Landry, Phoenix
Vanessa Hickman,
State Land Commissioner

August 11, 2014

Michelle Johnson
City of Benson
120 West 6th Street
Benson, AZ 85602

RE: Project Number: 441413 Fourth Street Inventory

Dear Ms. Johnson:

Enclosed are two copies of the Participant Agreement and the General Provisions for the above-referenced project. If the Agreement is acceptable to you, including the scope of work, please return **both** copies with the **original** signatures. Work cannot begin until the agreement is fully executed.

Once I receive the signed agreement, I will process and return one original to you for your file. Please note that this project requires your compliance with all applicable federal statutes and guidelines. In addition, the project period will begin upon execution and end September 30, 2015, *with absolutely no possibility of extension.*

I look forward to assisting you with the successful completion of this project. Please feel free to call me at 602-542-6998 if you have any questions or require any additional assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Vondy", is written over a white background.

Eric Vondy
Preservation Incentives Program Coordinator
State Historic Preservation Office

enclosures



State Historic Preservation Office
 1300 West Washington, Phoenix, Arizona 85007
FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT



This Agreement is entered into by and between the **Arizona State Parks Board** and the **City of Benson** and becomes effective on the date of signature by the authorized representative of Arizona State Parks.

PROGRAM: Federal Historic Preservation Fund Certified Local Government Pass-Through

PROJECT TITLE: Fourth Street Inventory

PROJECT TYPE: Survey & Inventory

STATE PROJECT NUMBER: 441413 **FEDERAL PROJECT NUMBER:** AZ-14-013

FFY OF REVENUE: 2014

NPS/HPF GRANT #: P13AF00142 **CDFA NUMBER:** 15-904

PROJECT PERIOD: Upon full execution through end of Federal Fiscal Year, September 30, 2015.

FEDERAL FUNDS:	\$2,400.00	60%
PARTICIPANT MATCH:	\$1,600.00	40%
TOTAL PROJECT COST:	\$4,000.00	100%

APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A

AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.)
 STATE: A.R.S. §§ 41-511.04 (A) (8), 41-511.04 (D) (1) & 41-511.05 (2) and Resolution 11/2000.
 FEDERAL: 36 CFR 61.7 (a)

AWARDING OFFICIALS ON BEHALF OF THE NATIONAL PARK SERVICE AND THE ARIZONA STATE PARKS BOARD:

 Signature Date
James W. Garrison
State Historic Preservation Officer

ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PARTICIPANT'S SIGNATURE BELOW.

William D. Stephens
 Participant's Signature W
 William Stephens

 Name (Typed) City Manager **8-14-14**

 Title Date

 Signature Date
Kent Ennis
Assistant Director, Arizona State Parks

PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PARTICIPANT.

Dave Cole
 Attorney's Signature

 Name (Typed) **8/25/14**

 Title Date



State Historic Preservation Office
1300 West Washington, Phoenix, Arizona 85007
FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT



ATTACHMENT A
Approved Project Scope and Special Conditions

PARTICIPANT: City of Benson

PROJECT TITLE: Fourth Street Inventory

PROJECT TYPE: Survey & Inventory

STATE PROJECT NUMBER: 441413
FEDERAL PROJECT NUMBER: AZ-14-013

STATE PLAN OBJECTIVES: Better Resource Management
Public Support
Integrated Preservation Planning

APPROVED PROJECT SCOPE:

1. Complete Survey Update of 4th Street Area
- 2.
- 3.
- 4.
- 5.

SPECIAL CONDITIONS:



State Historic Preservation Office
 1300 West Washington, Phoenix, Arizona 85007
FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT



This Agreement is entered into by and between the **Arizona State Parks Board** and the **City of Benson** and becomes effective on the date of signature by the authorized representative of Arizona State Parks.

PROGRAM: Federal Historic Preservation Fund Certified Local Government Pass-Through

PROJECT TITLE: Fourth Street Inventory

PROJECT TYPE: Survey & Inventory

STATE PROJECT NUMBER: 441413 **FEDERAL PROJECT NUMBER:** AZ-14-013

FFY OF REVENUE: 2014

NPS/HPF GRANT #: P13AF00142 **CDFA NUMBER:** 15-904

PROJECT PERIOD: Upon full execution through end of Federal Fiscal Year, September 30, 2015.

FEDERAL FUNDS:	\$2,400.00	60%
PARTICIPANT MATCH:	\$1,600.00	40%
TOTAL PROJECT COST:	<u>\$4,000.00</u>	<u>100%</u>

APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A

AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.)
 STATE: A.R.S. §§ 41-511.04 (A) (8), 41-511.04 (D) (1) & 41-511.05 (2) and Resolution 11/2000.
 FEDERAL: 36 CFR 61.7 (a)

AWARDING OFFICIALS ON BEHALF OF THE NATIONAL PARK SERVICE AND THE ARIZONA STATE PARKS BOARD:

 Signature Date
James W. Garrison
State Historic Preservation Officer

 Signature Date
Kent Ennis
Assistant Director, Arizona State Parks

ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PARTICIPANT'S SIGNATURE BELOW.

PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PARTICIPANT.

William D. Stephens
 Participant's Signature
 William Stephens

Basil Cole
 Attorney's Signature

Name (Typed) City Manager
 Date 8.14.14

Name (Typed) _____
 Date 8/25/14



State Historic Preservation Office
1300 West Washington, Phoenix, Arizona 85007
FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT



ATTACHMENT A
Approved Project Scope and Special Conditions

PARTICIPANT: City of Benson

PROJECT TITLE: Fourth Street Inventory

PROJECT TYPE: Survey & Inventory

STATE PROJECT NUMBER: 441413
FEDERAL PROJECT NUMBER: AZ-14-013

STATE PLAN OBJECTIVES: Better Resource Management
Public Support
Integrated Preservation Planning

APPROVED PROJECT SCOPE:

1. Complete Survey Update of 4th Street Area
- 2.
- 3.
- 4.
- 5.

SPECIAL CONDITIONS:

GENERAL PROVISIONS

PART I - DEFINITIONS

For purposes of this agreement,

- A. **BOARD** means the Arizona State Parks BOARD, which is the governing body of Arizona State Parks.
- B. **CLG** means Certified Local Government.
- C. **ELIGIBLE COSTS** means direct costs chargeable to the project PASS-THROUGH program such as 1) compensation of hired employees for the time and efforts devoted specifically to the execution of the PASS-THROUGH; 2) cost of materials acquired, consumed, or expended specifically for the purposes of the PASS-THROUGH; 3) equipment and other capital expenditures; 4) other items of expense incurred specifically to carry out the participant agreement; 5) direct services furnished specifically for the PASS-THROUGH program by other agencies.
- D. **FUND** means a grant from the Federal Historic Preservation Fund.
- E. **GUIDELINES** mean program directives adopted by the BOARD.
- F. **INELIGIBLE COSTS** are those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives of the PASS-THROUGH.
- G. **MATCH** means a specified percentage of the total eligible and direct project cost which may consist of cash, in-kind contributions, or donations including volunteer time.
- H. **NPS** means National Park Service, United States Department of the Interior.
- I. **OFFICER**, under authority granted by statute or delegated by the Board, means the State Historic Preservation Officer.
- J. **PARTICIPANT** means an eligible applicant that has been awarded a PASS-THROUGH.
- K. **PASS-THROUGH** refers to the money from the **Fund** that NPS and the Federal Government require the SHPO to pass-through to CLGs per 36 CFR 61.7.

- L. **PROJECT** means an activity, or a series of related activities, which are described in the specific project scope of work and which result in a specific product(s).
- M. **PROJECT PERIOD** means the period of time during which all approved work and related expenditures associated with an approved project are to be completed by the PARTICIPANT.
- N. **SHPO** refers the State Historic Preservation Office.
- O. **STAFF** means employees of Arizona State Parks, specifically SHPO.
- P. **SUB-CONTRACT** means a direct contract between the PARTICIPANT and another party whereby labor is supplied or work is performed in furtherance of the PARTICIPANT'S responsibilities under this agreement.
- Q. **TERM OF USE** means the time required for public use, as specified in the Special Conditions attached to this agreement.

PART II - PERFORMANCE

A. ADMINISTRATION

1. **Conditions** - This agreement is subject to the availability of PASS-THROUGH funds and appropriate approvals, and shall be subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, other acts of the Arizona Legislature, executive orders of the Governor, policies of the BOARD, and requirements under applicable federal law.
2. **Incorporation of Application** - The PARTICIPANT'S approved application for PASS-THROUGH funds is incorporated by reference as part of this agreement; however, the terms of this agreement shall take precedence in the event of conflict or ambiguity.
3. **Use of PASS-THROUGH Funds** - Awarded PASS-THROUGH funds shall be used solely for eligible purposes of the funding program as defined by statute and as approved by the OFFICER. The PARTICIPANT agrees to make monetary restitution of ineligible expenditures disclosed through audit by NPS.

4. **Transfer of PASS-THROUGH Funds** - Awarded PASS-THROUGH funds shall be transferred to the PARTICIPANT through reimbursement of approved expenditures. Documentation of these expenditures will include, but is not be limited to, invoices, canceled checks, vouchers, receipts, time records for both employees and in-kind labor, and indirect cost rate documentation, if applicable. Staff will reimburse PARTICIPANT for allowable current project expenditures up to the PASS-THROUGH amount.
5. **Final Reimbursement** - A final reimbursement will be made to the PARTICIPANT of all eligible federal share funds upon receipt of fiscal documentation detailed in #4 above and upon receipt of the final product which would include, but is not be limited to, reports, videos, or documents. This final reimbursement request and product will be submitted to the STAFF within thirty (30) days after the completion date of the Project but not later than October 30th, thirty (30) days (after the end of the federal fiscal year). One extension for an additional 30 days is available upon *written* request. Failure to submit the final request for reimbursement or a written request for extension within thirty (30) days after completion date or within thirty (30) days of the end of the federal fiscal year will result in the PARTICIPANT forfeiting any balance of the federal share not previously reimbursed.
6. **PASS-THROUGH Retainage** - Ten percent (10%) of the PASS-THROUGH amount may be retained from reimbursement to PARTICIPANT until STAFF notifies the PARTICIPANT in writing that the project is officially closed and completed.
7. **PASS-THROUGH Accountability** - Received PASS-THROUGH funds shall be managed separately within the PARTICIPANT'S accounting system which identifies the name and number of the project. The funds shall be expended only as authorized under the terms of this agreement and applicable state and federal laws.
8. **Accomplishment of Project** - The project shall be accomplished according to the terms of this agreement and applicable State laws, and the Historic Preservation Fund Grants Manual published by NPS.
9. **Amendments** - This agreement may be amended in writing by the parties of the agreement upon written request of the PARTICIPANT and good cause shown, to adjust the approved scope of work,

products, budget and performance/reporting mile stones, or other specified adjustments to the agreement. These changes cannot be made without prior approval of the OFFICER.

10. **Use of Project** - Project accomplishments shall be open or available to the public as specified in Attachment A.
11. **Special Conditions** - Special conditions listed in Attachments to this agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties to this agreement. Breach of any condition shall be enforceable by specific performance or shall justify the OFFICER to seek recovery of all funds granted.
12. **Disagreements** – Disagreements with any decision or action concerning project administration which are not resolved to the satisfaction of the participant with staff may be addressed in the following manner:
 - a. The participant may submit a written request for review to the Assistant Director of the Partnerships Division of the Arizona State Parks who will address the matter and respond in writing within 30 days of receiving the request from the participant.
 - b. If the disagreement is not resolved at the Assistant Director's level, the participant may submit a written request for review to the Executive Director of Arizona State Parks for consideration. The Executive Director will respond within 30 days of receiving the request.

B. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD

Only those costs associated with approved project work incurred during the project period shall be eligible for matching assistance.

C. PROCUREMENT AND DEVELOPMENT

Procurement transactions, including those involving professional services, materials, and construction, shall be accomplished according to the PARTICIPANT'S procurement standards.

All procurement transactions, including the selection of consultants, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free

competition. Information regarding procurement guidelines, requirements and documentation is available from the STAFF, which shall have the right to determine the specific requirements to be followed.

PARTICIPANTS agree to submit Requests for Proposals or Invitations to Bid to SHPO for review and comment before their release, and agree to incorporate comments and revisions into the final procurement document. The PARTICIPANT will notify STAFF in writing of the selected proposal, why it was selected, and the names of other bidders on the project. Consultants must submit documentation of qualifications to perform professional services in work related to the project that meet the applicable professional requirements in the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation. These conditions must be met before reimbursements are processed to the PARTICIPANT by STAFF.

D. SUB-CONTRACTS

1. Subcontracts awarded to accomplish approved project work shall incorporate, by reference, in each subcontract the provisions of this agreement. The PARTICIPANT shall bear full responsibility for acceptable performance under each subcontract. The PARTICIPANT agrees to submit to the STAFF all subcontracts for review and comment prior to their release, and agrees to incorporate the OFFICER'S comments and suggested revisions into the subcontract. The PARTICIPANT will forward copies of all executed subcontracts to the STAFF and will retain originals on file.
2. The PARTICIPANT shall pay any claim of a sub-contractor or other employed individual performing work on this project for services pursuant to this agreement when due. If the PARTICIPANT is subject to A.R.S. §34-221, payment is due when required pursuant to A.R.S. §34-221.
3. Unless the PARTICIPANT is a State or federal agency, the PARTICIPANT shall indemnify, save and hold harmless the BOARD and the State of Arizona, its agents, departments, officers and employees from all claims, losses, damages, liabilities, expenses, costs, and charges incident to or resulting in any way from any injuries or damage to any person or any damage to any property caused by or resulting from the issuance of or the performance of services rendered as part of this Agreement, except those claims, losses, damages, liabilities, expenses, cost, and charges arising from

the sole negligence of the BOARD or the State of Arizona, its agents, departments, officers, or employees.

4. Any subcontract for employment by the PARTICIPANT shall be in writing and shall contain a provision whereby a person so employed or with whom a sub-contract has been entered, acknowledges that the State of Arizona and the OFFICER and NPS shall not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

E. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

The PARTICIPANT agrees to submit a project status report to STAFF with each billing statement or advance request, but not less than quarterly. The status report will include at a minimum the following: 1) progress in completing approved scope of work; 2) budget report; and 3) anticipated delays and problems preventing expeditious completion of the project.

If the project period crosses Federal fiscal years, the PARTICIPANT agrees to submit an expenditure and progress report as of September 30. Failure to submit the reports will result in delays in reimbursement or advance processing.

The PARTICIPANT further agrees to consult with STAFF and/or OFFICER, as needed, to review progress. The STAFF and/or OFFICER reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Use to assure compliance with the terms of this agreement.

The participant agrees to submit an acceptable final report of the project to the OFFICER which includes a comparison of completed activities and budget to those in the approved agreement as well as the specified final product.

F. PROJECT INCOME AND EARNED INTEREST

Income and/or interest generated from funds transferred to the PARTICIPANT during the project period shall be used to further the purposes of the approved project. Funds advanced, but not spent to complete the project shall be returned to the OFFICER at the completion of project. Pursuant to part II paragraph G of this agreement, the PARTICIPANT shall own all rights in the materials produced with project funds.

G. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP, STORING OF AND ACCESS TO INFORMATION

The PARTICIPANT shall have ownership of products or publishable matter produced with PASS-THROUGH assistance with the understanding that the BOARD reserves non-exclusive license to use and reproduce, without payment, such materials. This paragraph is not applicable to architectural or engineering plans produced with PASS-THROUGH assistance.

Original National Register nomination forms, original maps, photographs, negatives, planning documents, and final reports generated are the property of the OFFICER and shall be stored by the OFFICER in the State Historic Preservation Office and/or the State Library & Archives, or processed, as appropriate. Other data or information generated during this project may be retained by the PARTICIPANT and shall be stored by the PARTICIPANT in a manner approved by the OFFICER. If for any reason the PARTICIPANT can no longer store the project information, it shall be moved by the PARTICIPANT to a depository approved by OFFICER. The decision of the OFFICER with respect to ownership, custody, or storage of any property is final.

With the exception of National Register nomination forms, the PARTICIPANT will provide the OFFICER with five (5) copies of a final summary report (two (2) for SHPO and three (3) for NPS) and four (4) copies (one (1) for SHPO and three (3) for NPS) of any products related to the project must be submitted with the required closure documentation. Two (2) complete originals of the National Register Nomination forms, with all of the appropriate attachments, must be submitted to the OFFICER with the required closure documentation.

H. FUND SOURCE RECOGNITION

The PARTICIPANT agrees to publicly acknowledge the PASS-THROUGH program used to assist project accomplishments including, but not limited to, final documents, audio-visual recording, photographs, plans, drawings, and publications. At a minimum, this acknowledgment shall include the following:

The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

The PARTICIPANT is free to arrange for copyright without approval on final documents, audio-visual recording, photographs, plans, drawings, and other

project products developed or produced and paid for in whole or in part by this PASS-THROUGH. Such materials shall include acknowledgment of the PASS-THROUGH assistance. As a condition of this PASS-THROUGH assistance, the PARTICIPANT agrees to allow a royalty-free, non-exclusive and irrevocable license for the SHPO or NPS to publish, translate, reproduce, and use all Project data or copyrightable material.

I. PROJECT COST VERIFICATION

The PARTICIPANT agrees to submit project expenditure documents to STAFF for verification or audit purposes upon request during the project period.

J. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The PARTICIPANT may transfer contracted responsibilities under the terms of this agreement to another eligible participant provided that approval has been granted by the OFFICER prior to the transfer.

PART III - COMPLIANCE

A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the PARTICIPANT hereby assigns to BOARD any and all claims for such overcharges.

B. ARBITRATION

To the extent required pursuant to A.R.S. §12-1518 and any successor statute, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve disputes arising out of this Agreement.

C. INDEMNIFICATIONS AND CLAIMS AGAINST THE STATE

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) hereinafter collectively referred to as 'claims') arising out of bodily injury to any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officer, officials, agents, employees, or volunteers.

D. NON-DISCRIMINATION

Employment: the PARTICIPANT agrees to comply with the provisions of Executive Order Number 99-4, issued by the Governor of the State of Arizona relating to nondiscrimination in employment, which by reference is incorporated herein and becomes a part of this Agreement.

The following shall be included in any publication of information generated within the scope of the Project:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or handicap in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.

E. ARIZONANS WITH DISABILITIES ACT OF 1992 AND AMERICANS WITH DISABILITIES ACT

The PARTICIPANT shall comply with all applicable provisions of the Arizonans with Disabilities Act of 1992, A.R.S. §41-1492, et. seq. and the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213 and 47 U.S.C. §225 and 611), and applicable state rules and federal regulations under the Acts (28 CFR Parts 35 and 36).

PARTICIPANT agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act, and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or handicap.

F. IRAN/SUDAN SCRUTINIZED BUSINESS OPERATIONS

In accordance with A.R.S. § 35-391.06 and A.R.S. § 35-393.06 the PARTICIPANT hereby certifies that the PARTICIPANT does not have scrutinized business operations with Sudan or Iran.

G. RECORDS RETENTION AND AUDITS

1. Complete financial records and all other documents pertinent to this Agreement shall be retained by the PARTICIPANT and made available to the STAFF, if requested, for review and/or audit purposes for a period of five (5) years after project closure.

PARTICIPANT must comply with the Single Audit Act of 1984 (31 USC §§7501-7) and the requirements of OMB Circular A-128 for State or local governments, or the audit requirements of OMB Circular A-133 for universities and non-profit organizations.

2. The PARTICIPANT may substitute microfilm copies in place of original records, but only after project costs have been verified.

H. STATE CONTRACT CANCELLATION

1. The State or its political subdivisions or any department or agency of either may cancel this contract, without penalty or further obligation pursuant to A.R.S. §38-511.
2. This Agreement is subject to cancellation by the BOARD under A.R.S. §38-511 if a person significantly involved in the Agreement on behalf of the state is an employee or consultant of the contractor at any time while the Agreement or any extension of the Agreement is in effect.

I. REMEDIES

1. The OFFICER may temporarily suspend PASS-THROUGH assistance under the project pending required corrective action by the PARTICIPANT or pending a decision to terminate the PASS-THROUGH by the OFFICER.
2. The PARTICIPANT may unilaterally terminate the Project at any time before the first payment on the Project. After the initial payment, the Project may be terminated, modified, or amended by the PARTICIPANT only by written mutual agreement of the parties.
3. The OFFICER may terminate the Project in whole, or in part, at any time before the date of completion, whenever it is determined that

the PARTICIPANT has failed to comply with the terms or conditions of the agreement. The OFFICER will promptly notify the PARTICIPANT in writing of the determination and the reasons for the termination, including the effective date. All payments made to the PARTICIPANT shall be recoverable by the OFFICER under a Project terminated for cause.

4. The OFFICER or PARTICIPANT may terminate the Participant Agreement in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The PARTICIPANT shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The OFFICER may allow full credit to the PARTICIPANT for the federal share of the obligations properly incurred before the effective termination date and which cannot be canceled.
5. Termination either for cause or for convenience requires that the Project in question be brought to a state of public usefulness to the terms set forth by the OFFICER; otherwise, all funds provided by the OFFICER shall be returned to the OFFICER.
6. The OFFICER may require specific performance of the terms of this agreement or take legal steps necessary to recover the funds granted if the PARTICIPANT fails to comply with the terms of the grant or breaches any condition or special condition of the Participant Agreement.
7. The remedies expressed in this Agreement are not intended to limit the rights of the OFFICER. This Agreement shall not in any way abridge, defer, or limit the OFFICER'S right to any right or remedy under law or equity that might otherwise be available to the OFFICER.

J. CULTURAL RESOURCES

1. The OFFICER is responsible for implementing the National Historic Preservation Act of 1966, 16 U.S.C. 470 et seq., as amended and as administered by the National Park Service, U.S. Department of the Interior.

2. The PARTICIPANT agrees to meet the requirements of the State Historic Preservation Act (A.R.S. §41-861 to 41-864) before project initiation.
3. All Historic Preservation Fund historic preservation projects must conform to the Secretary of the Interior's Standards for Archaeology and Historic Preservation. Specifically:
 - a. Sub-contractors must meet the Secretary of the Interior's Professional Qualifications Standards.
 - b. Documentation related to the project must comply with the applicable standard: the Secretary's Standards for Architectural and Engineering Documentation, Historical Documentation or Archaeological Documentation
 - c. All Survey and Inventory work must comply with the Secretary of the Interior's Standards for Identification and Evaluation.
 - d. Context development and preservation plans must comply with the Secretary of the Interior's Standards for Preservation Planning.
 - e. Projects not explicitly listed here must conform to the appropriate standard as defined by the OFFICER.

Final products which do not conform to the terms and conditions of the agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

K. LOBBYING

In accordance with 18 U.S.C. 1913, the PARTICIPANT shall not use any funds provided by the OFFICER nor any matching funds related to this project for lobbying efforts.

L. OMB COMPLIANCE

PARTICIPANT must comply with the Single Audit Act of 1984 (31 USC §§7501-7) and the applicable OMB Circular as delineated below.

State/Local/Tribes

OMB 7 - A87, A102 & A128

Non-Profits
Educational Institutions

OMB 7 - A110, A122 & A133
OMB 7 - A121 & A133

If any part of this contract is determined invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent possible by law. Acceptance of all terms and conditions of this agreement and its attachments is acknowledged by the PARTICIPANT'S signature on the cover of this agreement.



State Historic Preservation Office
 1300 West Washington, Phoenix, Arizona 85007
FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT



This Agreement is entered into by and between the **Arizona State Parks Board** and the **City of Benson** and becomes effective on the date of signature by the authorized representative of Arizona State Parks.

PROGRAM: Federal Historic Preservation Fund Certified Local Government Pass-Through

PROJECT TITLE: Fourth Street Inventory

PROJECT TYPE: Survey & Inventory

STATE PROJECT NUMBER: 441413

FEDERAL PROJECT NUMBER: AZ-14-013

FFY OF REVENUE: 2014

NPS/HPF GRANT #: P13AF00142

CDFA NUMBER: 15-904

PROJECT PERIOD: Upon full execution through end of Federal Fiscal Year, September 30, 2015.

FEDERAL FUNDS:	\$2,400.00	60%
PARTICIPANT MATCH:	\$1,600.00	40%
TOTAL PROJECT COST:	\$4,000.00	100%

APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A

AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.)
 STATE: A.R.S. §§ 41-511.04 (A) (8), 41-511.04 (D) (1) & 41-511.05 (2) and Resolution 11/2000.
 FEDERAL: 36 CFR 61.7 (a)

AWARDING OFFICIALS ON BEHALF OF THE NATIONAL PARK SERVICE AND THE ARIZONA STATE PARKS BOARD:

Signature _____ Date _____
James W. Garrison
 State Historic Preservation Officer

Signature _____ Date _____
Kent Ennis
 Assistant Director, Arizona State Parks

ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PARTICIPANT'S SIGNATURE BELOW.

PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PARTICIPANT.


 Participant's Signature _____
William Stephens


 Attorney's Signature _____
Gary J. Cohen

Name (Typed) _____
 City Manager **8-14-14**
 Title _____ Date _____

Name (Typed) _____
 City Attorney **8/15/14**
 Title _____ Date _____



State Historic Preservation Office
 1300 West Washington, Phoenix, Arizona 85007
FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT



This Agreement is entered into by and between the **Arizona State Parks Board** and the **City of Benson Parks** and becomes effective on the date of signature by the authorized representative of Arizona State Parks.

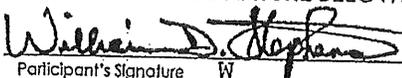
PROGRAM: Federal Historic Preservation Fund Certified Local Government Pass-Through
PROJECT TITLE: Fourth Street Inventory
PROJECT TYPE: Survey & Inventory
STATE PROJECT NUMBER: 441413 **FEDERAL PROJECT NUMBER:** AZ-14-013
FFY OF REVENUE: 2014
NPS/HPF GRANT #: P13AF00142 **CDFA NUMBER:** 15-904
PROJECT PERIOD: Upon full execution through end of Federal Fiscal Year, September 30, 2015.

FEDERAL FUNDS:	\$2,400.00	60%
PARTICIPANT MATCH:	\$1,600.00	40%
TOTAL PROJECT COST:	<u>\$4,000.00</u>	<u>100%</u>

APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A

AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.)
 STATE: A.R.S. §§ 41-511.04 (A) (8), 41-511.04 (D) (1) & 41-511.05 (2) and Resolution 11/2000.
 FEDERAL: 36 CFR 61.7 (a)

AWARDING OFFICIALS ON BEHALF OF THE NATIONAL PARK SERVICE AND THE ARIZONA STATE PARKS BOARD:

Signature _____	Date _____	Signature _____	Date _____
James W. Garrison		Kent Ennis	
State Historic Preservation Officer		Assistant Director, Arizona State Parks	
ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PARTICIPANT'S SIGNATURE BELOW.		PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PARTICIPANT.	
			
Participant's Signature <small>W</small>		Attorney's Signature	
William Stephens		Gary J. Cohen	
Name (Typed)		Name (Typed)	
City Manager		City Attorney	
Title		Title	
	8-14-14		8/15/14
	Date		Date