



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: Feb. 21, 2023

\* = Mandatory, information must be provided

or Procurement Director Award:

**\*Contractor/Vendor Name/Grantor (DBA):**

U.S. Department of the Interior/National Park Service

**\*Project Title/Description:**

2022 Historic Preservation Fund – Congressionally Directed Spending – Pima County

**\*Purpose:**

Funding to support landscape restoration (a permissible historic preservation activity) at Mission Garden and preparation, nomination and submission to have Mission Garden listed on the National Register of Historic Places. By accepting this award, the Board of Supervisors authorizes the Board Chair to execute any documentation that may be necessary and authorizes Grants Management and Innovation Department staff to electronically execute such documentation in the GrantSolutions web portal as may be requested by the National Park Service. Office of Sustainability and Conservation will be responsible for grant implementation and oversight.

**\*Procurement Method:**

Not applicable

**\*Program Goals/Predicted Outcomes:**

Successful listing of Mission Garden on the National Register of Historic Places; additional documentation of the historical and cultural significance of Mission Garden and the surrounding area; restoration of the cultural landscape to reflect the vast agricultural history of the area; improvements to support the restoration work (such as improved irrigation, designs for additional irrigation, and electrical upgrades), and accessibility improvements.

**\*Public Benefit:**

Pima County has been a driver in preserving culturally and historically significant locations for the benefit of Pima residents and visitors.

**\*Metrics Available to Measure Performance:**

Listing of Mission Garden on the National Register of Historic Places; completion of preservation work, accomplishment of restoration design and improvements within the period of performance and on budget.

**\*Retroactive:**

Yes. Award notice was received from National Park Service on January 23, 2023, with a start date of 1.1.2023. Award package was prepared expeditiously and submitted for the next available Board meeting date (2/21/2023). County will not be able to undertake historic preservation or receive reimbursement if the award is not accepted.

GMI Approves  
AF 2/1/23

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Commencement Date: Termination Date: Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$

\*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

\*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: GTAW Department Code: GMI Grant Number (i.e., 15-123): 23\*085
Commencement Date: 1/1/2023 Termination Date: 9/30/2025 Amendment Number:

Match Amount: \$ 0 Revenue Amount: \$ 500,000

\*All Funding Source(s) required: US Department of Interior/National Park Service Historic Preservation Fund FY22

\*Match funding from General Fund? Yes No If Yes \$ %

\*Match funding from other sources? Yes No If Yes \$ %

\*Funding Source:

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
Funding is coming directly from the federal government.

Contact: Scott O'Mack

Department: OSC

Telephone: 724-6945

Department Director Signature: [Signature] Date: 1/25/2023

Deputy County Administrator Signature: [Signature] Date: 2/6/2023

County Administrator Signature: [Signature] Date: 2/6/2023

**NOTICE OF AWARD**



AUTHORIZATION (Legislation/Regulations)  
54 USC §301 et seq National Historic Preservation Act

<b>1. DATE ISSUED</b> MM/DD/YYYY 12/23/2022		<b>1a. SUPERSEDES AWARD NOTICE dated</b> except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
<b>2. CFDA NO.</b> 15.904 - Historic Preservation Fund Grants-In-Aid			
<b>3. ASSISTANCE TYPE</b> Project Grant			
<b>4. GRANT NO.</b> P23AP00027-00 Originating MCA #		<b>5. TYPE OF AWARD</b> Other	
<b>4a. FAIN</b> P23AP00027		<b>5a. ACTION TYPE</b> New	
<b>6. PROJECT PERIOD</b> MM/DD/YYYY From 01/01/2023		<b>Through</b> MM/DD/YYYY 09/30/2025	
<b>7. BUDGET PERIOD</b> MM/DD/YYYY From 01/01/2023		<b>Through</b> MM/DD/YYYY 09/30/2025	
<b>8. TITLE OF PROJECT (OR PROGRAM)</b> 2022 HPF CDS - Pima County			

<b>9a. GRANTEE NAME AND ADDRESS</b> Pima County 130 W Congress St Tucson, AZ, 85701-1317	<b>9b. GRANTEE PROJECT DIRECTOR</b> Dorothee Harmon 130 W. Congress Tucson, AZ, 85701-1317 Phone: 520-724-6760
<b>10a. GRANTEE AUTHORIZING OFFICIAL</b> Dorothee Harmon 130 W. Congress Tucson, AZ, 85701-1317 Phone: 520-724-6760	<b>10b. FEDERAL PROJECT OFFICER</b> Mr. James Alvey Main Interior Building National Park Service 1849 C Street NW Washington, DC, 20240-0001 Phone: 202-354-2070

**ALL AMOUNTS ARE SHOWN IN USD**

<b>11. APPROVED BUDGET</b> (Excludes Direct Assistance)		<b>12. AWARD COMPUTATION</b>	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from Item 11m) \$ 500,000.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00	
a. Salaries and Wages	\$ 0.00	c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00	
b. Fringe Benefits	\$ 0.00	<b>d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</b> \$ 500,000.00	
c. Total Personnel Costs	\$ 0.00	<b>13. Total Federal Funds Awarded to Date for Project Period</b> \$ 500,000.00	
d. Equipment	\$ 0.00	<b>14. RECOMMENDED FUTURE SUPPORT</b> (Subject to the availability of funds and satisfactory progress of the project)	
e. Supplies	\$ 0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	\$ 0.00	a. 2	\$
g. Construction	\$ 232,556.00	b. 3	\$
h. Other	\$ 0.00	c. 4	\$
i. Contractual	\$ 256,356.00	d. 5	\$
j. TOTAL DIRECT COSTS	\$ 488,912.00	e. 6	\$
k. INDIRECT COSTS	\$ 11,088.00	f. 7	\$
<b>l. TOTAL APPROVED BUDGET</b>	\$ 500,000.00	<b>15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:</b>	
m. Federal Share	\$ 500,000.00	a. DEDUCTION	
n. Non-Federal Share	\$ 0.00	b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		<b>16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</b>	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions. If any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

**b**

**REMARKS** (Other Terms and Conditions Attached -  Yes  No)

**GRANTS MANAGEMENT OFFICIAL:**

Megan Brown, Chief - State, Tribal, Local, Plans & Grants  
1849 C Street NW  
7360  
Washington, DC, 20240-1000  
Phone: 202 354 2062

<b>17. VENDOR CODE</b> 0070168487		<b>18a. UEI</b> JBMBVGUK5LF1	<b>18b. DUNS</b> 074477969	<b>19. CONG. DIST.</b> 03		
<b>LINE#</b>	<b>FINANCIAL ACCT</b>	<b>AMT OF FIN ASST</b>	<b>START DATE</b>	<b>END DATE</b>	<b>TAS ACCT</b>	<b>PO LINE DESCRIPTION</b>
1	0051030008-00010	\$500,000.00	01/01/2023	09/30/2025	5140	FY223 HPF CDS AZ Landscape Preservation

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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
01/01/2023	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Final	01/28/2026

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
01/01/2023	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Final	01/28/2026

**REMARKS**

1. Grant Agreement  
 between  
 the United States Department of the Interior  
 National Park Service  
 and  
 the Above-Named Recipient

2. Table of Contents

Articles:

- Department of the Interior Standard Terms and Conditions
- Legal Authority
- Performance Goals and Project Objectives
- Public Purpose
- COVID-19 Provisions
- Statement of Work
- Responsibilities of the Parties
- Cost-Share Requirement
- Pre-Award Incurrence of Costs
- Administrative & Indirect Costs
- Key Officials
- Award and Payment
- Prior Approval
- Insurance and Liability
- Reports and/or Outputs/Outcomes
- Property Utilization

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- Modification, Remedies for Noncompliance, Termination
- Reporting of Matters Related to Recipient Integrity and Performance
- Funding Used for Unmanned Aerial Systems (UAS)
- Patents and Inventions (37 CFR 401)
- Strengthening Buy-American Preferences for Infrastructure Projects per E.O. 14005
- Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))
- General and Special Provisions
- Build America, Buy America
- Signatures
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Program Specific Requirements:

- NPS Oversight
- Determination of Risk
- Eligible Costs
- Equipment Purchases
- Consultants & Contractors
- Requirement for Project Sign & Public Notification
- Publicity & Press Releases
- Funding Acknowledgement
- Copyright
- Easement/Covenant Requirement
- National Register of Historic Places/Tribal Register Listing Requirement
- NPS Review of Planning/Design Documents for National Historic Landmarks
- Compliance with Section 106
- Compliance with Section 110
- Requirement for NEPA Compliance
- Compliance with the Americans with Disabilities Act and the Architectural Barriers Act
- Unanticipated Discovery Protocols
- NAGPRA Costs Are Unallowable
- GIS Spatial Data Transfer Standards
- Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)
- Subgrant Awards
- Requirement for Training
- Demonstration of Effort – Performance Goals
- Notice of Financial Management Review
- Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit
- Audit Findings and Follow-Up

Attachments:

- Environmental Certification
- Digital Products Submission Guidelines
- Addenda

**Articles**

1. Department of the Interior Standard Terms and Conditions

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Recipients must also adhere the Department of Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

2. Legal Authority

NPS enters into this Agreement pursuant to:

1. National Historic Preservation Act (NHPA), 54 USC 300101 *et seq.*
2. 54 USC § 3027 - Historic Preservation Programs and Authorizations for Indian Tribes and Native Hawaiian Organizations
3. Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance
4. Consolidated Appropriations Act of 2021, enacted as Public Law 116-260

3. Performance Goals and Project Objectives

The objective of this Agreement is to provide Historic Preservation Funds (HPF) to a State, Tribe, local government (including Certified Local Governments), institute of higher education, or nonprofit to complete a project that assists in the preservation of a historic resource. The program funds a broad range of preservation projects for historic sites including architectural services, historic structure reports, preservation plans, and physical preservation to sites in keeping with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*.

4. Public Purpose

This grant program enables eligible grantees, as stated in the Notice of Funding Opportunity, across the nation to participate in a nationwide historic preservation program and meet the goals of 54 U.S.C. 300101 *et seq.*, commonly known as the National Historic Preservation Act.

5. COVID-19 Provisions

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources. Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

6. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 *et. seq.*, and in the Historic Preservation Grant Fund

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Manual, as applicable to Tribes.

The Statement of Work is further defined in an addendum at the end of this Notice of Award.

7. Responsibilities of the Parties

1. The Recipient agrees to:

1. Carry out the Statement of Work in accordance with the terms and conditions stated herein.
2. Adhere to Federal, state, and local laws, regulations, and codes, as applicable.
3. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and the National Historic Preservation Act.
4. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317-327.
5. Notify NPS of all selected subawards/subgrants. Recipients that issue subawards/subgrants, (entities that function in whole or in part as pass-through entities), are responsible for ensuring subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities. The Recipient must notify NPS of all selected subawards/subgrants.

2. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

8. Cost-Share Requirement

Non-Federal cost-share is not required for this Agreement.

9. Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

10. Administrative & Indirect Costs

The Recipient has never had a Federally approved negotiated indirect rate, and as the National Park Service is the cognizant agency, the Recipient has requested and received approval from the National Park Service of a 10% de minimis MTDC rate per 2 CFR 200.414.

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate.

The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, shall not exceed 25% of the total budget.

Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall

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management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

11. Key Officials

1. Communications. Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
2. Changes in Key Officials. Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

12. Award and Payment

1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
2. Recipient shall request payment in accordance with the following:
  1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury’s Automated Standard Application for Payments (ASAP) system.
  2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
  3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
  4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
  5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
  6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient



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is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
4. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
5. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

13. Prior Approval

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

14. Insurance and Liability

Flow-down: For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

15. Reports and/or Outputs/Outcomes

1. Refer to the last page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be

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tracked and reported by the grantee's submission as defined in an addendum at the end of this Notice of Award.

16. Property Utilization

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 applies to this Agreement.

17. Modification, Remedies for Noncompliance, Termination

1. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
2. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
3. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

18. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five year period; and
3. Is one of the following:
  1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  3. An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
  4. Any other criminal, civil, or administrative proceeding if:
    1. It could have led to an outcome described in paragraph 2.3.(1), (2), or (3) of this award term and condition;

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2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

19. Funding Used for the Operation of Unmanned Aircraft Systems (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as: Scientific study, search and rescue operations, fire operations, and law enforcement.

Administrative use includes the use of unmanned aircraft by

- NPS personnel as operators or crew;

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- cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

20. Patents and Inventions (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

**1. Definitions**

1. *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
2. *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.
3. *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
5. *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

**2. Allocation of Principal Rights**

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable,

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paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

### 3. Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

1. The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.
2. The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.
3. The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

### 4. Conditions When the Government May Obtain Title

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

1. If the Recipient fails to disclose or elect title to the subject invention within the times specified in paragraph 3, above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.
2. In those countries in which the Recipient fails to file patent applications within the times specified in paragraph 3 above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in paragraph 3 above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.
3. In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

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**5. Minimum Rights to Recipient and Protection of the Recipient Right to File**

1. The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in paragraph 3, above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.
2. The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

**6. Recipient Action to Protect the Government's Interest**

1. The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to
  1. establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
  2. convey title to the National Park Service when requested under paragraph 4 above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (3), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (3)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

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3. The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
4. The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

**7. Subcontracts**

The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

**8. Reporting on Utilization of Subject Inventions**

The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (10) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

**9. Preference for United States Industry**

Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

**10. March-in Rights**

The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service

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determines that:

1. Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees;
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph (9) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

**11. Special Provisions for Agreements with Nonprofit Organizations**

If the Recipient is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;
2. The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
3. The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (11)(4).

**12. Communication**

Communications regarding matters relating to this provision shall be directed to:

Deputy Associate Solicitor  
Branch of Procurements and Patents  
Office of the Solicitor  
U.S. Department of the Interior  
1849 C Street, NW  
Washington, DC 20240

21. Ensuring the Future Is Made in All of America by All of America's Workers per E.O. 14005



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Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

<https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>

22. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Interim progress reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>).

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to <https://section508.gov/create>. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later (<https://www.w3.org/WAI/standards-guidelines/wcag/>), Level AA Success Criteria.

- **Electronic documents with images**

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

- **Electronic documents with complex charts or data tables**

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

- **Electronic documents with forms**

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When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

23. General and Special Provisions

1. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
2. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
3. **Minority Business Enterprise Development.** As applicable to Tribes, pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
5. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
6. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
7. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
8. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
9. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
10. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
11. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of

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the agreement closeout process.

12. **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

13. **Conflict of Interest**

1. Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

2. Requirements.

1. Non-Federal entities must 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 a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

3. Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
4. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
5. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
6. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

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**24. Build America, Buy America**

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States — this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [www.doi.gov/grants/BuyAmerica](http://www.doi.gov/grants/BuyAmerica). Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/)

*Waivers*

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements. The DOI may waive the application of the domestic content procurement preference in any case in which the agency determines that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

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There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers](http://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers)

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [www.doi.gov/grants/buyamerica](http://www.doi.gov/grants/buyamerica) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at [www.doi.gov/grants/BuyAmerica/ApprovedWaivers](http://www.doi.gov/grants/BuyAmerica/ApprovedWaivers); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

*Definitions*

“Construction materials” includes an article, material, or supply, other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives, that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);

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- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

25. Signatures

Recipients are **not** required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down of funds, or accepting the award via electronic means.

**Program Specific Requirements**

1. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

1. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
2. Review and approval for compliance with the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation*;
3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
4. Review and approval for compliance with the National Environmental Policy Act (NEPA);
5. Review and approval of project signage to notify the public of federal involvement; and
6. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

2. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous

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Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

3. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
2. Administrative costs necessary to complete and administer the grant requirements;
3. Rehabilitation of properties;
  1. Eligible properties include historic districts, buildings, sites, structures and objects listed or eligible for listing in the National Register of Historic Places or applicable Tribal Register;
  2. Unlisted properties that receive funding must complete and submit a nomination as part of the project;
  3. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
  4. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
4. Cost for producing a nomination to the National Register of Historic Places (if applicable);
5. Cost for administering an easement/covenant for the property;
6. Cost for any required audits or financial requests;
7. Cost for the production of project signs;
8. Costs for public notice of grant opportunities;
9. Costs associated with required training or reporting; and/
10. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval

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of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

5. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. 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 website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

6. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving this awarded grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this agreement. At a minimum, all notifications must contain the following statement:

*"[Project Name] is being supported in part by a grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior."*

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Cost of posting, fabricating, and erecting notification are eligible grant costs.

7. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.



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8. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

*"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number, block 4a of this Notice of Award's coversheet]. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."*

1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

9. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

10. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS ATR within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction

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through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity:

1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.
2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 10 years remaining on a previous 20-year easement, and receives \$300,000 in HPF funding, an amendment to add 15 years would be required.
3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
\$1-\$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement
\$250,001 - \$500,000	15-year minimum preservation covenant/easement
\$500,001- \$750,000	20-year minimum preservation covenant/easement
\$750,001+	25-year minimum preservation covenant/easement

**11. National Register of Historic Places/Tribal Register Listing Requirement**

The Historic Preservation Fund requires that sites are only eligible for physical preservation funding if the resource is listed in the National Register of Historic Places (NRHP) or applicable Tribal Register. If the resource is not listed in the NRHP or applicable Tribal Register, it must be listed by the end of this grant award's Period of Performance or else applicable costs may be subject to disallowance by the National Park Service (NPS). The nomination process must include NPS review of a draft nomination prior to submittal to the State or Tribal review board.

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12. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following through HPFOnline:

1. a site plan that has the north direction clearly marked;
2. a city/county map with the site of the property clearly labeled;
3. set of plans and specifications for the project;
4. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
5. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
6. for NHL Districts include overall views of the district from the project area; and
7. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

*The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.*

13. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee **must** complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-assisted construction or ground disturbance on the property.

14. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive

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demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

### 15. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

### 16. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

### 17. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

### 18. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

### 19. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

[https://www.nps.gov/crgis/crgis\\_standards.htm](https://www.nps.gov/crgis/crgis_standards.htm)

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

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20. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

21. Subgrant Awards

The awarding of subgrants must follow the general criteria described below in addition to the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

The Grantee must publicly announce the availability of HPF funds and include the following information:

1. A summary statement of the priorities for funding;
2. Description of eligible activities for which funding is to be provided;
3. The total amount available, or expected to be available for subgrants;
4. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis;
5. The deadline for submitting the completed application;
6. Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;
7. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;
8. An explanation that all elements funded must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
9. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual;
10. Notice of the requirement for easements or covenants for grant assisted preservation work.

To qualify a subgrantee as responsible, the grantee must ensure that a subgrantee will:

1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain

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such;

2. Be able to comply with the proposed or required completion schedule for the project;
3. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;
4. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS oversight of subgrants will include:

1. Review of selected subgrants;
2. Review of any physical preservation work for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
3. Review of any physical preservation work or archeological surveys for compliance with National Environmental Policy Act (NEPA);
4. Review, in concert with National Park Service regional office(s), physical preservation work as per Section 110(f) (54 USC 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm;
5. Verification of submission of any subgrants over \$30,000 federal share to Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS);
6. Review of final executed preservation easement/covenant;
7. Additional requirements as determined for the grantee based on risk or program requirements.

22. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

23. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

24. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit

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additional reporting documentation.

25. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.

26. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

# AWARD ATTACHMENTS

Pima County

P23AP00027-00

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1. Environmental Certification
2. Digital Products Submission Guidelines
3. Addenda to Budget, Scope, and Deliverables





## United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, NW  
Washington, DC 20240

# ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 *Categorical Exclusions* (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently: **F.1 – F.6 – Actions Related to Grant Programs**

Megan J. Brown  
Chief State, Tribal, Local, Plans & Grants  
National Park Service

[effective as of Date Issued]  
(block 1, page 1)

## Digital Product Submission Guidelines

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

Products submitted digitally may be uploaded and shared with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS’s digital repository system. The see grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under “Select a Park, Office, Program or Region” and selected a category of featured context.

### What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

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

- **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.

*"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."*

- For additional questions about the required disclaimer, consult with your grant manager.

#### **Naming files for submission:**

- Name each file you will be submitting using the following naming convention:  
**[Grant Program]\_[Fiscal Year]\_[Grantee's State Abbreviation]\_[Legal Name of 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 from a FY2018 grants 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:

<b>Grant Program</b>	<b>Abbreviation</b>
African American Civil Rights	<i>AACR</i>
Hurricanes Florence & Michael and Typhoon Yutu Recovery	<i>FYM</i>
Hurricanes Harvey, Irma, & Maria Recovery	<i>HIM</i>
Historically Black Colleges & Universities	<i>HBCU</i>
Historic Preservation Fund	<i>HPF</i>
Paul Bruhn Historic Revitalization Grants	<i>PBHRG</i>
Save America's Treasures	<i>SAT</i>
Semiquincentennial	<i>SEMI</i>
State Historic Preservation Office	<i>SHPO</i>
Tribal Heritage Grants	<i>THG</i>
Tribal Historic Preservation Office	<i>THPO</i>
Underrepresented Communities	<i>URC</i>

### Required file formats and resolution standards:

- *Reports and publications:* PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- *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 photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to the [NPS Documenting Historic Places on Film guidelines](#) for more information on photographing a variety of historic environments and buildings.
- *Videos:* MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio:* Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [National Archives' Tables of File Formats.](#)

### Creating an index file for your submission:

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

**[Grant Program]\_[Fiscal Year]\_[Grantee's State Abbreviation]\_[Legal Name of Grantee or Subgrantee]\_[Grant Number]\_Index.docx**

*Ex. SHPO\_18\_DC\_GranteeHistoricDistrict\_P17AF00001\_Index.docx*
- Only submit one index per submission, including all of the products in that submission

### Submitting Your Files:

1. Email [stlpg@nps.gov](mailto:stlpg@nps.gov) to ask to be added to your grant folder.
2. You will receive an e-mail from the Records Management Assistant's e-mail account with the subject '[RM Assistant Name] shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
4. A second e-mail from [no-reply@sharepointonline.com](mailto:no-reply@sharepointonline.com) with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
  - a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
5. Click the 'Upload' button at the top of the page.
  - a. It will give you the option to either upload file(s) or a folder.
6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
7. E-mail the [stlpg@nps.gov](mailto:stlpg@nps.gov) account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and your files will not be considered submitted until this email is received.

### Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS's digital repository system. If so, we will upload the files there and make them publicly available.

**Addenda  
to  
Grant Agreement  
P23AP00027**

**1. Addendum to Approved Budget**

The approved budget to complete the work under this grant is further defined as follows:

Budget Item	Federal Admin	Federal Program	Recipient Share Admin	Recipient Share Program	Total
<i>Personnel</i>					\$ -
<i>Fringe Benefits</i>					\$ -
<i>Travel</i>					\$ -
<i>Supplies</i>					\$ -
<i>Equipment</i>					\$ -
<i>Contractual</i>		\$ 256,356.00			\$ 256,356.00
<i>Construction</i>		\$ 232,556.00			\$ 232,556.00
<i>Other</i>					\$ -
<i>Indirect Costs</i>	\$ 11,088.00				\$ 11,088.00
<b>Total</b>	\$ 11,088.00	\$ 488,912.00	\$ -	\$ -	\$ 500,000.00

**2. Addendum to Article VI - Statement of Work**

The Statement of Work is further defined to include:

1. Restoration and repair of the Mission Garden at 946 W. Mission Lane, Tucson, Pima County, Arizona, 85745, per the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, to include:
  - i. Historic plantings
  - ii. Historical rainwater harvesting system
  - iii. Irrigation improvements
  - iv. Electrical improvements
  - v. Accessibility improvements
2. Prepare and submit nomination or amendment for the property described above to the National Register of Historic Places. Draft documentation must be submitted to NPS ATR as described in the deliverables below. Final National Register nominations must be submitted to the appropriate State Historic Preservation Office.

**3. Addendum to Article XV – Reports, Outcomes, & Deliverables**

The Reports, Outcomes, and Deliverables are further defined to include:

1. Draft documents to be submitted digitally and reviewed as related to the Statement of Work:
  - i. Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the

Interior or any bureau or employee, by name or title (see Department of the Interior Standard Terms and Conditions)

- ii. Draft press release posted upon receipt of the grant funding (see Requirement for Project Sign & Public Notification)
  - iii. Selected consultant qualifications (prior to signing contract)
  - iv. NEPA Environmental Screening Worksheet (see Requirement for NEPA Compliance)  
<https://www.nps.gov/subjects/historicpreservationfund/national-environmental-policy-act.htm>
  - v. Draft architectural and engineering plans and specifications will each be provided at 80% completion
  - vi. Draft project sign (see Requirement for Project Sign & Public Notification)
  - vii. Draft preservation easement/covenant (see Easement/Covenant Requirement)
  - viii. Draft landscape preservation plan at 50% completion
  - ix. Draft National Register nomination or amendment at 50% completion
2. The Final Report must be submitted digitally and include:
- i. Before and after images of the project
  - ii. Copy of the executed covenant or easement
  - iii. Photo of the installed required project sign
  - iv. Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this grant (one digital copy), if applicable
  - v. Final National Register nomination or amendment submitted to the SHPO

## Project Abstract Summary

*This Project Abstract Summary form must be submitted or the application will be considered incomplete. Ensure the Project Abstract field succinctly describes the project in plain language that the public can understand and use without the full proposal. Use 4,000 characters or less. Do not include personally identifiable, sensitive or proprietary information. Refer to Agency instructions for any additional Project Abstract field requirements. If the application is funded, your project abstract information (as submitted) will be made available to public websites and/or databases including USAspending.gov.*

### Funding Opportunity Number

Congressionally Directed Spending

### CFDA(s)

### Applicant Name

Pima County

### Descriptive Title of Applicant's Project

Cuk Son: The Site of Tucson's Origins, Restoring Mission Gardens

### Project Abstract

Mission Garden is an agricultural heritage and ethnobotanical site owned by Pima County and operated by the nonprofit Friends of Tucson's Birthplace (FOTB). It is situated within the archaeologically and historically documented site of Cuk Son, the O'odham village that prompted the establishment of the Spanish colonial mission known as San Agustín, which today survives only as buried archaeological features. Cuk Son, often called the "birthplace of Tucson," is widely recognized for its foundational significance by tribal communities, historians, archaeologists, and local residents. The village occupied an extensive area on the west side of the Santa Cruz River, just across the river from modern downtown Tucson and at the foot of Sentinel Peak, a location where archaeologists have found evidence of at least 4,000 years of settlement and agriculture. Mission Garden is on the former site of the walled garden associated with San Agustín Mission, but its agricultural and ethnobotanical exhibits are restorations of the sequence of cultural landscapes that centered on the site of Cuk Son during four millennia. Pima County proposes to use the National Park Service (NPS) Historic Preservation Fund grant to undertake additional landscape restoration at Mission Garden, in cooperation with the FOTB and using NPS-approved cultural landscape restoration treatments. As required by the conditions of the grant, funds will also be used to prepare a National Register of Historic Places (NRHP) nomination of the larger property, entitled Cuk Son, The Site of Tucson's Origins; a local consultant will be contracted to prepare the major narrative sections of the nomination. Funds will also be used to support pre-preservation studies by the FOTB to document the historic conditions of the garden through ethnographic and oral-historical interviews; the information gathered from interviews will be incorporated in the National Register nomination. Other funds will be used for: restoration planning; expansion of landscape restoration within and just outside the reconstructed Garden walls; improvements in accessibility and security at the Garden; designing and permitting rainwater harvesting that will support the restored landscape; and making electrical improvements necessary to support the landscape restoration and comply with health and safety codes. Some funds will be used to hire Pima County contractors for portions of the restoration work. A subaward will be made to the FOTB to undertake work within its area of expertise of historic landscape curation and development. The subaward to the FOTB will include direct personnel and fringe benefit costs spent on the project, supplies, travel, and appropriate indirect costs. The expected outcomes include a complete, reviewed, and accepted NRHP nomination, the restoration of landscape elements that are integral to the cultural landscape designation, and the necessary infrastructure to support and sustain the restored landscape. Direct beneficiaries include Pima County and its diverse residents who support historic and cultural preservation.



## Project Description Worksheet

1. Historic Resource (Property or Collection) Name:

Mission Garden

2. Historic Resource Address:

Street Line 1 946 W. Mission Lane

Street Line 2

City Tucson

State AZ

County Pima

Zip Code or Postal Code: 85745

3. Does the Applicant own the historic resource? Yes  No

4. Type of Applicant:

Local Government

5. Grant Program applying for:

6. Type of Project:

Physical Preservation

7. Federal Share Requested: \$ 500,000.00

Applicant Share to Commit:

Total: \$ 500,000.00

8. National Register Information System Number (NRIS), if applicable:

NA

9. Applicant has received a previous Save America's Treasures grant:

Yes  No

**Resource** – Briefly identify and describe the resource that will be assisted by this award

This award will fund National Park Service-approved landscape restoration treatments at Mission Garden, an agricultural heritage and ethnobotanical garden within an extensive historic landscape known as *Cuk Son*, the birthplace and namesake of modern Tucson. Cuk Son was a large Tohono O'odham (Native American) settlement that centered on Sentinel Peak, a prominent hill just west of Tucson on the opposite bank of the Santa Cruz River. The presence of the village prompted the establishment of San Agustin Mission in this location during the Spanish colonial period (1690-1821), but the same landscape was settled and farmed by Native Americans at least as early as 2000 B.C. After European contact, the area continued to be farmed by O'odham, Spanish, Mexican, Anglo-American, Chinese-American, and other groups until the 1950s. Mission Garden, built on the spot once occupied by the walled garden of San Agustin Mission, is owned by Pima County and managed by the non-profit Friends of Tucson's Birthplace (FOTB). The purpose of Mission Garden is to restore original elements of an archaeologically and historically documented cultural landscape of Cuk Son through the time and to interpret these landscape elements for the general public.

**Project** – Briefly identify and describe the project tasks and needs that justify those tasks

1. Preparation of a National Register of Historic Places nomination. The award of a National Park Service Historic Preservation Fund Grant requires that the subject property be listed in the National Register of Historic Places (NRHP). Mission Garden is part of a historic landscape that holds multiple archaeological properties that have been determined eligible for listing on the NRHP, but none of these properties has been officially listed. The funded project will include the preparation of a NRHP nomination of the larger historic landscape known as Cuk Son, the Birthplace of Modern Tucson, which includes the site of Mission Garden. Preparation of the nomination will include a review of the relevant archaeological and historical literature to allow development of an historic context adequate for evaluating the historic landscape as a whole and the significance of individual elements. The review will also help inform the landscape restoration activities funded by the grant. A nomination consultant will be engaged to help support the nomination documentation and process. Friends of Tucson's Birthplace will assist as necessary with the nomination documentation.

2. Pre-preservation studies and planning for historic preservation: The funded project will include landscape restoration activities at Mission Garden, a site within a much larger historic landscape that has seen at least 4,000 years of intensive human settlement and agricultural cultivation. To help document the diverse landscape elements associated with this long period of significance, pre-preservation studies complementing the literature review for the NRHP nomination are needed. Specifically, these studies will

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**Management** – Briefly identify the management team for this award and describe how team will ensure compliance with the program statute, regulations, and guidance

The project management team includes representatives from Pima County's Office of Sustainability and Conservation (OSC), Capital Project Office (CPO), and Grants Management and Innovation (GMI). Pima County is rich in history, cultural diversity, living traditions and regional character, all of which define our collective cultural heritage and community identity, where our Native American, Spanish Colonial, Mexican and American traditions intersect with the natural environment to create a unique, multi-storied cultural landscape. Since the 1970s, Pima County has taken an active position in protecting our cultural and historic resources through preservation policies, regional conservation, land-use planning, ordinances and historic preservation bonds. Through OSC's Cultural Resources and Historic Preservation Division, OSC has expanded its scope to consider the very broadest definition of cultural and historical resources, including archeological sites, historic sites and building, traditional cultural places, living traditions and working landscapes.

Pima County created the CPO to help it manage large capital asset projects. CPO provides the expert project oversight to help ensure that projects are reasonably developed, supported and completed on time and on budget. Pima County routinely finances and manages large-scale projects. CPO staff has 18 years' experience managing public capital projects and 29 years in construction experience. Leadership is a registered architect by background.



**Timeline**

National Register Nomination:

- Begin research and documentation for project ..... Fall, 2022
- Submit draft nomination to State Historic Preservation Office  
and Historic Sites Review Committee.....Spring, 2023
- Submit SHPO-approved nomination to National Register.....Winter, 2023
- Final Nomination accepted by National Register .....Spring, 2024

Pre-preservation Planning:

- Begin research and oral history work .....Fall, 2022
- Complete research and oral history work .....Winter, 2022-23

Documentation of Restoration Requirements:

- Begin documentation .....Winter, 2022-23
- Complete documentation .....Spring, 2023

Restoration Work:

- Undertake restoration work on Mission Garden landscape .....Spring, 2023
- Complete restoration work on Mission Garden landscape .....Summer, 2024

Rainwater Design and Permit

- Work with engineering experts to design and obtain permit

