



CONTRACT NO. FY24-MAINST-ADMIN

Grant Agreement
Between
Washington State
Department of Archaeology and Historic Preservation
And
Washington Trust for Historic Preservation

Contract Number: FY24-MAINST-ADMIN

Contract Name: Main Street Administration

Effective Date: July 1, 2023

Expiration Date: June 30, 2024

Grant Amount: \$590,000.00

Grant Purpose

The National Main Street program is housed and administered by the National Trust for Historic Preservation. The Washington Trust for Historic Preservation is the statewide partner of the National Trust for Historic Preservation.

The Washington State Main Street program originated as an activity with the Washington Trust for Historic Preservation. It was later moved to the Department of Community, Trade, and Economic Development. In 2010 the legislature transferred the program to the Department of Archaeology and Historic Preservation (DAHP). Due to budget constraints and hiring freezes the Department of Archaeology and Historic Preservation is providing a sub-grant to the Washington Trust for Historic Preservation for the administration of the program. The Washington Trust for Historic Preservation is the only statewide non-profit agency with the historic preservation knowledge and Main Street program skills able to manage the program.

This agreement is made between The Department of Archaeology and Historic Preservation hereinafter referred to as the AGENCY, and The Washington Trust for Historic Preservation, hereinafter referred to as the CONTRACTOR.





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Parties' Contact Information

DAHP Contact Person: Marivic Quintanilla (360) 870-6383
Email: marivic.quintanilla@dahp.wa.gov

Alternate DAHP Contact Person: Nicholas Vann (360) 628-2170
Email: nicholas.vann@dahp.wa.gov

CONTRACTOR Contact Person: Chris Moore (206) 624-9449
Email: cmoore@preservewa.org

Section 1. Responsibilities of the CONTRACTOR

- A. The CONTRACTOR will perform or cause others to perform the work described in the "Scope of Work" (Attachment 1). Additional special conditions or specifics about the work required by this agreement, if any, are in attachments as enumerated and described in Section 2. The CONTRACTOR agrees to perform the work in accordance with any such special conditions or specifics.
- B. The CONTRACTOR understands that the work called for under this agreement must conform to state administrative requirements as they relate to the AGENCY, and the CONTRACTOR agrees to comply with such requirements.
- C. The CONTRACTOR agrees to comply with the restrictions of lobbying with appropriated funds: No part of the money appropriated by any enactment of State Legislation shall, in the absence of express authorization by such, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner an elected official, to favor or oppose, by vote or otherwise, any legislation or appropriation by legislation, whether before or after the introduction of any bill or resolution
- D. The CONTRACTOR agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the AGENCY. The



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CONTRACTOR agrees to keep these records for at least six years following the ending date of the grant. In the event that an audit of the CONTRACTOR or of the AGENCY should take exception to any expenditure by the CONTRACTOR, the CONTRACTOR agrees to refund to the AGENCY on demand the amount determined by the audit as due. If the AGENCY is required to institute legal proceedings to enforce this repayment provision, the AGENCY shall be entitled to its costs thereof, including reasonable attorney's fees. When arranging for an audit, the AGENCY should contact:

Chris Moore, (206) 624-9449
cmoore@preservewa.org

- E. The CONTRACTOR agrees to pay all the costs involved in carrying out the terms of this agreement prior to seeking reimbursement as provided for in Section 2. A. When seeking reimbursement, the CONTRACTOR will submit a completed reimbursement form in writing to the AGENCY and provide such supporting documents as an affidavit of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks and invoices, and other documents as may be requested by the AGENCY. The AGENCY will provide the CONTRACTOR with the reimbursement form and guidelines for financial reporting procedures. The CONTRACTOR agrees to submit its request for reimbursement within thirty (30) days following completion of the work.
- F. The CONTRACTOR agrees to provide the AGENCY with a completion/project report acceptable to the AGENCY. The CONTRACTOR will submit this on or before the end date of this grant. The CONTRACTOR agrees that the AGENCY shall have the right to withhold all or part of the funds under this grant pending receipt of an accepted completion/project report. Allyson Brooks, AGENCY's Executive Director shall have acceptance approval or denial of the completion/project report.
- G. The CONTRACTOR agrees that the "Budget" (Attachment 2) shall be a financial guide for the work called for by this agreement. The CONTRACTOR may not request reimbursement for funds greater than the Grant Amount unless both the CONTRACTOR and AGENCY execute an Amendment. The CONTRACTOR agrees to maintain records which will render an accurate accounting of each element or object in the Budget.



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The actual expenditures for the amounts reflected in the Budget may vary by 15 percent without requiring an amendment to this grant agreement, so long as it does not exceed the maximum amount payable under this contract (\$590,000.00).

- H. For any expenses or expenditures that pertain to travel, the CONTRACTOR must adhere to Washington State guidelines found on the Office of Financial Management’s website and in accordance with the table below. <https://ofm.wa.gov/accounting/administrative-accounting-resources/travel>

Mileage (Vehicle). Reimbursement shall be for mileage to and from the Contractor’s primary work place.	State OFM- approved Rates
Transportation Costs (fares, parking, tolls, reimbursed with receipt & preauthorization only)	Reimbursed at Cost up to maximum amount allowed under contract.

- I. The CONTRACTOR agrees that the AGENCY shall have the right to terminate this agreement if the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the CONTRACTOR shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the AGENCY, the CONTRACTOR agrees to return to the AGENCY within thirty (30) days of the effective date of termination, any payments made by the AGENCY to the CONTRACTOR under the terms of this agreement or any portion of such payments as may be directed by the AGENCY.

The CONTRACTOR agrees to submit evidence of completion of all work elements identified in the Scope of Work on or before the grant end date. CONTRACTOR acknowledges and understands that final work elements which do not conform to the terms and conditions of this agreement will not be reimbursed.

- J. The CONTRACTOR will maintain regular contact with the AGENCY regarding the progress of the grant project. The CONTRACTOR agrees that the AGENCY shall have the right to monitor the work called for by this agreement.



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- K. The CONTRACTOR agrees to use competitive negotiation procedures (or small purchase procedures for over \$30,000) for procurement of professional services and subcontracts. CONTRACTOR agrees to maintain records sufficient to detail the significant history of a procurement and to forward evidence of competitive procurement to the AGENCY prior to reimbursement of funds under this agreement.
- L. The CONTRACTOR agrees that it, its agents, officers and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington ("State").
- M. State funds are the basis for this agreement. The CONTRACTOR certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any State AGENCY or agency. Should for any reason the State funds which are the basis for this agreement become withdrawn, reduced, or not appropriated by legislation the agreement may be terminated without penalty to the AGENCY.
- N. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the State, agencies of the State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The parties shall make every effort to resolve disputes arising out of, or relating to, this contract through discussion and negotiation.



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Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third party mutually agreed upon by the parties. The team shall attempt, by majority vote, to resolve the dispute.

- O. The CONTRACTOR agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The AGENCY will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this CONTRACTOR, or any sub-CONTRACTOR or employee of the CONTRACTOR, which might arise under the industrial insurance laws during performance of work under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result to work performed under this agreement, those payments shall be made by the CONTRACTOR; the CONTRACTOR shall indemnify the AGENCY and guarantee payment of such amounts.
- P. The CONTRACTOR agrees to include written acknowledgment of The Department of Archaeology and Historic Preservation support for all grant-related publications and public information materials including audio-visual and workshop materials.
- Q. The CONTRACTOR agrees to any additional conditions as may be identified in amendments under Section 3 and attached to this agreement.
- R. There shall be no discrimination against any person employed by the CONTRACTOR in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, marital status, national origin, the presence of any sensory, mental, or physical handicap, or any other condition as set forth Chapter 49.60 RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The CONTRACTOR shall insert a similar provision in all subcontracts for services covered by this agreement.



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During the performance of this agreement, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

- s. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the CONTRACTOR is encouraged in the participation and use of Minority and Women's Business Enterprise vendors certified by OMWBE.

Section 2. Responsibilities of the AGENCY

- A. The AGENCY agrees to reimburse the CONTRACTOR one hundred (100) percent of its actual authorized expenditures for the purpose of this agreement, provided:
 - (1) The total paid by the AGENCY shall not exceed the amount stipulated in the "Budget" (Attachment 1) as AGENCY share.
 - (2) All expenditures were incurred between the beginning and ending dates of the grant.
 - (3) No expenditures have been previously claimed in any other grant from any agency of the state or federal government.
 - (4) The AGENCY has authority to expend the funds required to meet the obligations contained herein.
 - (5) The CONTRACTOR has met all requirements in Section 1 of this agreement.
 - (6) The AGENCY will certify that specific scope of work items have been performed during each monthly reporting period prior to issuing reimbursement payments.
- B. The AGENCY agrees to consider requests from the CONTRACTOR for progress payments if, in the AGENCY'S judgment, the public interest will be served by doing so and if such payments are administratively practical





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and provided appropriated funds are available for which to issue a progress payment.

- c. The AGENCY may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.
- d. The provisions of Chapter 39.26 RCW require the AGENCY to file this sole source contract with the Department of Enterprise Services (DES) for approval. The effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later.

The following attachments are hereby incorporated into and made a part of this agreement.

Attachment 1	"Scope of Work" <i>consisting of three pages</i>
Attachment 2	"Budget" <i>consisting of one page</i>
Attachment 3	"State Form A19-1 Invoice Voucher" to be used as basis for billing, <i>consisting of one page</i>

Section 3. Amendments

This contract may be amended if such amendment is in writing, agreed to, and signed by all the parties, and attached hereto.

Section 4. Termination for Cause

- A. In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.





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- B. In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.
- C. The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.
- D. The rights and remedies of the AGENCY provided in this contract are not exclusive and are in addition to any other rights and remedies, provided by law.

AGENCY:
Department of Archaeology
and Historic Preservation

CONTRACTOR:
Washington Trust for
Historic Preservation

By: Allyson Brooks Ph.D.
Its: Executive Director

By: Chris Moore
Its: Executive Director

Date

Date





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Attachment 1 SCOPE OF WORK

WASHINGTON STATE MAIN STREET PROGRAM 2023-2024 SCOPE OF WORK

State System & Network

1. Implement the Washington State Main Street Program.
 - a. Implement and assist with program requirements and benefits for members of Washington's Main Street Network.
 - b. Review and improve upon existing application process.
 - c. Administer annual application process for prospective Affiliates and Main Street Communities.
 - d. As resources allow, provide staff assistance to network members.
 - e. Serve as liaison between DAHP and network members in implementation and adherence to WAC 25-50.
2. Continue to develop working relationships with, provide assistance to, and monitor Washington's Main Street Communities and Affiliates.
3. Implement quarterly and annual reporting process for Main Street Communities, as well as District Trends Survey. Consider updating "measures of success" data collected at the local level to reflect equity and engagement.
4. Assist communities and downtown organizations across the state in understanding and implementing the Main Street Approach®.
5. Provide monthly reports outlining Main Street activities for DAHP.
6. Develop performance measures for Results DAHP. Report these performance measures at Results DAHP sessions and provide data sets as requested by DAHP.
7. Coordinate with DAHP staff on services to network members, including:
 - a. Helping Washington Main Street Communities move towards designation as a Certified Local Governments.
 - b. Integrating Washington State Historic Preservation Plan strategies and tasks into appropriate Main Street program activities

Main Street Tax Credit Incentive Program

8. Maintain and implement, in conjunction with the Department of Revenue, the Main Street Tax Credit Incentive Program (MSTCIP).
 - a. Implement annual application and reporting process to designate eligible organizations
 - b. Continue to revise and expand statistics tracking for MSTCIP participants.





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- c. Continue to revise and implement reporting requirements and follow-up with MSTCIP participants.
- d. Provide and update as needed information about the MSTCIP for participants.

Economic Resiliency

9. Serve as a clearinghouse for resources to support small business and community resiliency.
10. Deliver direct community assistance, in partnership with National Main Street Center and other field experts and funders, focused on economic recovery to support small businesses, microenterprise development, and community resiliency. This may come in the form of individualized consultation, regional planning workshops, statewide trainings, and other resources.
11. Deliver direct economic development training to network members' volunteers and staff to further their proficiency as local leaders in economic and community resiliency.
12. Collect, curate, and create recovery and resiliency information and tools for Main Street organizations to employ for use by small business owners individually and for commercial districts collectively.
13. Participate in the National Main Street Center's Equitable Entrepreneurial Ecosystem pilot program and pursue implementation funding and partnerships to benefit local participants.

Local Capacity Building

14. Continue to develop and implement capacity building services, which may include board development, hiring assistance, new director orientation, fundraising plans, and ongoing support. Services may be delivered directly by Washington Main Street staff and/or through contractors.
15. Partner with National Main Street Center and other field experts to offer bi-annual on-site progress visits to as many Main Street Communities as possible, with an emphasis on organizational development, leadership coaching, and community engagement.
16. Offer in-depth planning support focused on strategy identification, market analysis, placemaking, or other topics as requested by network members. These services will be offered through an application-based process as resources allow and may be delivered by Washington Main Street staff and/or through contractors.

Education and Outreach

17. Plan and implement the RevitalizeWA conference (in accordance with public health guidance).
18. Plan, organize and administer the annual Excellence on Main awards.





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19. Organize annually three (3) Main Street Leadership meetings & trainings/workshops around the state.
 - a. 2023 summer meeting in Colville
 - a. 2024 winter meeting in/near Olympia (and/or virtual option)
 - b. 2024 spring meeting (location TBD)
20. Cull and create Main Street best practices, case studies, training videos, and relevant research and/or data toward the creation of a resource library available to all network members.
21. Organize Main Street 101 training and application workshops around the state and/or virtually as needs arise and resources allow.
22. Host Main Street Week, virtually and/or through in-person events around the state, to educate local and statewide partners and stakeholders on the Main Street Approach and impacts.
23. Update, develop and publish Main Street program materials as needed. This includes, but is not limited to:
 - a. Washington Main Street guides and resource library
 - b. Washington Main Street program brochure
 - c. Main Street Tax Credit Incentive Program materials

National Main Street Center

24. Ensure Washington Main Street remains a Coordinating Program member in good standing with the National Main Street Center.
25. Implement a licensing contract with each Nationally Accredited or Affiliated Main Street program as required by the National Main Street Center.
26. Administer annual or bi-annual National Main Street Accreditation program in conjunction with the National Main Street Center requirements.
27. Participate in National Main Street Coordinating Partner meetings as resources allow.

Other

28. Participate in local, state and national training and conference opportunities as funding allows.
29. Continue to develop a strategic vision for the statewide program, including diversification of resources and services.
30. Continue to develop information and materials for the Washington Trust for Historic Preservation's Washington Main Street website page and social media outlets.





Allyson Brooks Ph.D., Director
State Historic Preservation Officer

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31. Continue to explore opportunities and develop key partnerships with the National Main Street Center as well as other organizations, academic institutions and local, state and federal agencies to support Washington Main Street.

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**Attachment 2
BUDGET**

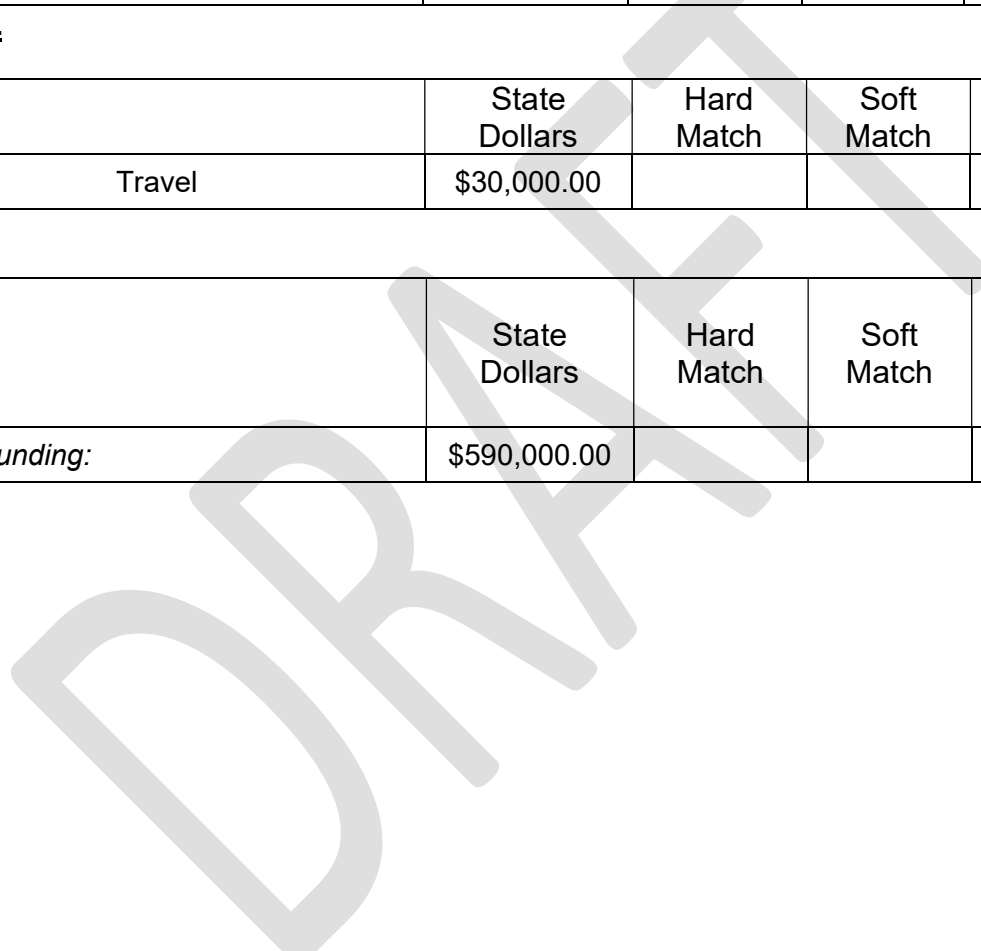
GOODS & SERVICES

Goods & Services	State Dollars	Hard Match	Soft Match	Total
Goods & Services	\$560,000.00			\$560,000.00

TRAVEL

Travel	State Dollars	Hard Match	Soft Match	Total
Travel	\$30,000.00			\$30,000.00

	State Dollars	Hard Match	Soft Match	Total Project Cost – 100%
<i>Total Funding:</i>	\$590,000.00			\$590,000.00





Allyson Brooks Ph.D., Director
State Historic Preservation Officer


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Attachment 3
STATE FORM A-19 INVOICE VOUCHER (ATTACHED)

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FORM
A 19-1A
(Rev. 5/91)



STATE OF WASHINGTON
INVOICE VOUCHER

AGENCY USE ONLY		
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.
355		

AGENCY NAME
Department of Archaeology and Historic Preservation PO Box 48380 Olympia WA 98504-8343
VENDOR OR CLAIMANT (Warrant is to be payable to)

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

BY _____
(SIGN IN INK)

(TITLE) (DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)	RECEIVED BY	DATE RECEIVED
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DATE	DESCRIPTION	QUANTITY	UNIT	AMOUNT	FOR AGENCY USE

PREPARED BY	TELEPHONE NUMBER	DATE	AGENCY APPROVAL	DATE
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DOC. DATE	PMT DUE DATE	CURRENT DOC. NO.	REF DOC.	VENDOR NUMBER	VENDOR MESSAGE	UBI NUMBER
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REF DOC SUF	TRANS CODE	M O D	FUND	MASTER INDEX		SUB OBJ	SUB SUB OBJECT	ORG INDEX	WORKCLASS ALLOC	COUNTY BUDGET UNIT	CITY/TOWN MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
				APPN INDEX	PROGRAM INDEX											

ACCOUNTING APPROVAL FOR PAYMENT	DATE	WARRANT TOTAL	WARRANT NUMBER
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