

WA MAIN STREET AFFILIATE CAPACITY BUILDING GRANT PROGRAM GUIDELINES & PROCEDURES

2021 - 2023 BIENNIAL

CONTACT INFORMATION:

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The Department of Archaeology & Historic Preservation, together with the Washington Trust for Historic Preservation, are pleased to announce the first round of grant funds through the Main Street Affiliate Capacity Building Grant Program. Established in 2021 as a pilot project through a legislative budget proviso, the capacity building grant program is intended to benefit Washington Main Street Affiliate organizations in establishing an executive director position by providing funding for staffing costs, capacity building, and other costs associated with establishing a local nonprofit organization focused solely on downtown revitalization.

Approximately \$350,000 in grant funds is available in the 2021-2023 Biennium with \$150,000 available in 2021, \$200,000 available in 2022 and individual awards up to \$40,000. The funds will cover 75% of the salary and benefits for a part-time executive director or 50% for a full-time executive director over a period of up to 18 months. Grants may cover a larger portion of salaries in special cases.

ELIGIBILITY

Eligible applicants include all Washington Main Street Affiliates in good standing during the 2021-2023 biennium.

Priority will be given to applicants that:

1. Operate in a community with populations under 20,000
2. Currently operate as an independent 501c3 or 501c6

EVALUATION CRITERIA

The following criteria will be used in determining grant awards: Applicants must demonstrate:

- A commitment to hiring the organization's first paid executive director within the timeline of the grant
- Current organizational readiness to steward grant funds and work with WSMSP staff to hire and onboard an executive director
- Organizational ability to utilize and expend funds within the grant performance period
- A commitment to learning and utilizing the Main Street Approach™ and working with WSMSP

APPLICATION ASSISTANCE

Assistance from the Washington Trust for Historic Preservation is available by phone, by email, and through a remotely hosted overview and Q&A planned for 7/1 which will also be available as a recording. Please contact Jonelle McCoy at the Washington Trust, at (509) 202-4299 or via email at jmccoy@preservewa.org with questions or to set up a consultation.

PROGRAM REQUIREMENTS / OBLIGATIONS OF GRANT RECIPIENTS

- Section 1. Responsibilities of the Grantee
- A. The GRANTEE will perform or cause others to perform the work described in the "Scope of Work" (Attachment 2). 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 GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.
- B. The GRANTEE understands that the work called for under this agreement must conform to state administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with such requirements.
- C. The GRANTEE 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 GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE 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 GRANTEE or of the DEPARTMENT should take exception to any expenditure by the GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount determined by the audit as due. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney's fees. When arranging for an audit, the DEPARTMENT should contact:
- E. The GRANTEE 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 GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT 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 DEPARTMENT. The DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for financial reporting procedures. The GRANTEE agrees to submit its request for reimbursement within thirty (30) days following completion of the work.
- F. The GRANTEE agrees to provide the DEPARTMENT with a completion / project report acceptable to the DEPARTMENT. The GRANTEE will submit this on or before the end date of this grant. The GRANTEE agrees that the DEPARTMENT 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, DEPARTMENT Director shall have acceptance approval or denial of the completion / project report.
- G. The GRANTEE agrees that the "Budget" (Attachment 1) shall be a financial guide for the work called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in no way obligate the DEPARTMENT for a greater amount than the Grant Amount. In the event that the GRANTEE should spend less than the budgeted amount on an object or element in the Budget, the DEPARTMENT may either reduce its obligation proportionately or it may terminate this agreement. The GRANTEE agrees to maintain records which will render an accurate accounting of each element or object in the Budget. The actual expenditures for the amounts reflected in the Budget may vary by 15 percent without requiring an amendment to this grant agreement.
- H. The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to the DEPARTMENT within thirty (30) days of the effective date of termination, any payments made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion of such payments as may be directed by the DEPARTMENT.

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

- I. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.
- J. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under \$30,000) for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of a procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement.
- K. The GRANTEE 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").
- L. State funds are the basis for this agreement. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any State department 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 DEPARTMENT.
- M. 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.

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.

- N. The GRANTEE agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any sub-grantee or employee of the GRANTEE, 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 GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.
- O. The GRANTEE 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.
- P. The GRANTEE agrees to any additional conditions as may be identified in amendments under Section 3 and attached to this agreement.
- Q. There shall be no discrimination against any person employed by the GRANTEE 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 GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.

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

R. In accordance with legislative findings and policies set forth in Chapter 39.19

RCW the GRANTEE is encouraged in the participation and use of Minority and Women's Business Enterprise firms certified by OMWBE.

- S. The GRANTEE agrees that any match specifically identified to this grant agreement by the GRANTEE the GRANTEE will not claim match directly earmarked or identified for this agreement as match for any other grant, agreement or contract without prior approval from the DEPARTMENT. The DEPARTMENT has first and exclusive claim to match provided by the GRANTEE to this agreement as indirect eligible match to the National Park Service, Historic Preservation Fund awarded to the DEPARTMENT.

DEPARTMENT: Grant Amount: \$XXX,XXX.00

GRANTEE Minimum Grant Match Amount: \$XX.00.

Section 2. Responsibilities of the DEPARTMENT

- A. The DEPARTMENT agrees to reimburse the GRANTEE one hundred (100) percent of its actual authorized expenditures for the purpose of this agreement, provided:
 - (1) The total paid by the DEPARTMENT shall not exceed the amount stipulated in the "Budget" (Attachment 1) as DEPARTMENT 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 DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.
 - (5) The GRANTEE has met all requirements contained in this agreement.
- B. The DEPARTMENT agrees to consider requests from the GRANTEE for progress payments if, in the DEPARTMENT'S judgment, the public interest will be served by doing so and if such payments are administratively practical and provided appropriated funds are available for which to issue a progress payment.
- C. The DEPARTMENT 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.

Section 3. Amendments

- A. In the event DAHP determines the Contractor has failed to comply with the conditions of this contract in a timely manner, DAHP has the right to suspend or terminate this contract. Before suspending or terminating the contract, DAHP 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.
- 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. DAHP 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 DAHP 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 DAHP provided in this contract are not exclusive and are in addition to any other rights and remedies, provided by law.

APPLICATION PROCESS AND TIMELINE

Completed program applications are due Friday **July 23, 2021 by 5:00pm**. Once all applications are received, the Capacity Building Grant Review Committee will convene to review applications based on the evaluation criteria detailed above. The Review Committee may recommend full funding, partial funding, or no funding for applications. Review Committee recommendations will be forwarded to the director of the Washington State Department of Archaeology & Historic Preservation for final review and approval.

After review of grant applications occurs, applicants will receive formal notification regarding grant awards. Washington State Main Street Program staff will work with each award recipient to develop a contract that specifies the scope of work to be funded.

APPLICATION SUBMITTAL & CHECKLIST INFORMATION

Application Deadline

Friday, July 23, 2021 by 5:00pm

What to Submit

The Washington Main Street Affiliate Capacity Building Grant Program prefers that materials be sent as digital versions but can accept hard copies.

Please include the following materials in your application package:

- PDF file of the grant application with original or digital signatures and all applicable attachments
- *Attachment A*: Copy of the IRS Letter of Determination regarding your organization's tax status
- *Attachment B*: Your organization's most recently adopted Articles of Incorporation and Bylaws.
- *Attachment C*: Your organization's board meeting minutes from the last 6 months.
- *Attachment D*: Include copies of 2020 actual budget and proposed 2021 budget.
- *Attachment E*: Optionally, include up to two (2) letters of support from local partners on your readiness.
- *Attachment F*: Include a letter of commitment from your current Board of Directors or meeting minutes showing board approval for the application.

How to Submit

Please send all materials digitally to the email address listed below or uploaded through the website link listed below, no later than the deadline. If it is a hardship to submit digitally, please reach out to the contact below for instructions on submitting a hardcopy.

Contact: Jonelle McCoy, (509) 202-4299

Email Address: jmccoy@preservewa.org

Website Submissions: www.preservewa.org/affiliate-capacity-building

Mailing Address: Washington Trust for Historic Preservation, 1204 Minor Avenue, Seattle, WA 98101