



United States Department of the Interior

NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
Intermountain Support Office - Santa Fe
P.O. Box 728
Santa Fe, New Mexico 87504-0728

In reply refer to:

A44(IMSIF-ACG)

August 6, 2004

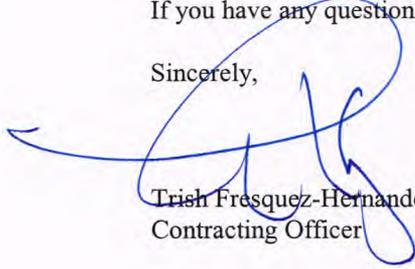
Mr. Paul Finnegan
Museum of Natural History
165 Forest Avenue
Pacific Grove, California 93950

Dear Mr. Finnegan:

Enclosed is a fully executed copy of Memorandum of Agreement No. RA1250F0006 and Task Agreement No. 1 between the National Park Service and the City of Pacific Grove.

If you have any questions, please do not hesitate to call me at 505-988-6122.

Sincerely,



Trish Fresquez-Hernandez
Contracting Officer

Enclosure

MEMORANDUM OF AGREEMENT
between
CITY OF PACIFIC GROVE
and
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
For
TECHNICAL ASSISTANCE WITH THE PRESERVATION OF POINT PINOS
LIGHTHOUSE

ARTICLE I – BACKGROUND AND OBJECTIVES

This Agreement is entered into by and between The City of Pacific Grove, hereinafter the City, and the National Park Service, Intermountain Region, hereinafter NPS-IMR, for the purpose of providing technical assistance with regard to the preservation of the Point Pinos Lighthouse and ancillary structures, a historically significant property listed on the National Register of Historic Places, in accordance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.

ARTICLE II – AUTHORITY

This Agreement is entered into under the authority of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470 et seq., which provides for the dissemination of information about historic preservation and encourages the long range preservation of nationally significant properties.

ARTICLE III – STATEMENT OF WORK

A. The NPS-IMR agrees to:

1. Accomplish statements of works as defined in individual Task Agreements issued under this agreement. Each Task Agreement will include a detailed statement of work, schedule for completion of the task(s), and a definition of the funds required for NPS-IMR to complete the task(s) as identified in the statement of work.
2. Provide the City with an accounting of how funds for each Task Agreement were expended. Reporting of expenditures will include, but not be limited to, the costs of NPS-IMR personnel services, travel, materials, services, and equipment fees.

B. The City agrees to:

1. Provide funds at the beginning of each work period for each Task Agreement, as estimated by NPS-IMR and agreed upon by both parties, to be completed by NPS-IMR, as provided in Article VI of this agreement.

2. Submit Task Agreements at least 60 days prior to the commencement of work as defined in the work schedule in each Task Agreement.
3. Provide access to the work areas as defined in each Task Agreement during normal business hours (8:00a.m. to 5:00 p.m., Monday through Friday). Additional days and hours may be required depending on the project.
4. Upon submission of an invoice, the City agrees to pay the NPS-IMR in advance of any work completed for the total amount as specified in each Task Agreement.

C. Both parties agree to:

1. Develop Task Agreements of work to be completed by NPS-IMR, which include a detailed statement of work, schedule for completion of the task(s), and a definition of the funds required for NPS-IMR to complete the task(s) identified in the statement of work. The statement of work, schedule for completion, and funding required for completion, must be approved by both parties prior to the formal submission of the Task Agreement.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will become effective on the date of last signature and will remain in effect through September 30, 2008.

ARTICLE V – KEY OFFICIALS

A. For the City:

Ross Hubbard
City Manager, City of Pacific Grove
City Hall, 300 Forest Avenue
Pacific Grove, CA 93950
(831) 648-3106

Paul Finnegan
Director, Pacific Grove Natural History Museum
165 Forest Avenue
Pacific Grove, CA 93950
(831) 648-5716 extension 12

B. For NPS:

Glenn D. Simpson
Supervisory Exhibit Specialist
Division of Facilities Management, Historic Preservation Projects
Intermountain Support Office - Santa Fe
P.O. Box 728

Santa Fe, NM 87504
(505) 988-6794

Trish Fesquez-Hernandez
Contracting Officer
National Park Service
Intermountain Region
P.O. Box 728
Santa Fe, Nm 87504
(505) 988-6122

ARTICLE VI – AWARD AND PAYMENT

- A. Upon submission of an invoice from the NPS the City will provide to the NPS-IMR an advance payment for the total amount specified in each Task Agreement.

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Refer to Article III of this agreement and the Statements of Work as defined in each Task Agreement.

ARTICLE IX – PROPERTY UTILIZATION

Not applicable.

ARTICLE X – MODIFICATION AND TERMINATION

- A. This Agreement may be modified at any time through written modification signed by both parties.
- B. Either party may terminate this Agreement by providing the other party with sixty days written notice.

ARTICLE XI – STANDARD CLAUSES

- A. CIVIL RIGHTS (Required in NPS agreements)

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure

that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. PROMOTIONS

The City will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the repository represents. No release of information relating to this Agreement may state or imply that the Government approves of the City's work product, or considers the City's work product to be superior to other products or services.

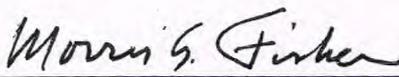
C. PUBLIC INFORMATION RELEASE

The City will obtain prior Government approval from the NPS Public Affairs Office for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.

ARTICLE XII – SIGNATURES

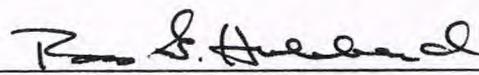
IN WITNESS HEREOF, the parties hereto have signed this Agreement on the date set forth below.

FOR THE CITY OF PACIFIC GROVE:



Morris G. Fisher, Mayor

7-15-2004
Date



Ross Hubbard, City Manager

7-15-2004
Date

FOR NATIONAL PARK SERVICE



Trish Fresquez-Hernandez, Contracting Officer

8/6/04
Date