

**OKLAHOMA HISTORICAL SOCIETY
SUBGRANT AGREEMENT**

Project Number 19-612

AMENDMENT I

Certified Local Governments Program

City of Norman

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Congressional District(s): 4th

PURPOSE AND CONDITIONS

In consideration of a Historic Preservation Fund Matching grant-in-aid, administered by the Oklahoma Historical Society, State Historic Preservation Office (hereinafter OKSHPO), the **City of Norman** (hereinafter referred to as the Subgrantee) shall carry out the City of Norman's Certified Local Governments Program described in detail in attachment B/Amendment I, a legally binding part of this document.

The OKSHPO shall provide a matching grant-in-aid in the amount of: \$ 16,767.00

The Subgrantee shall provide the nonfederal matching share an amount not less than: \$ 48,378.00

The Subgrantee shall adhere to the terms, conditions, standards, and guidelines set forth in **Attachments A and B/Amendment I** both legally binding parts of this agreement.

In witness whereof, the OKSHPO and the Subgrantee have caused this agreement and all attachments to be in effect on **June 1, 2020**, and to remain in effect until **September 30, 2020**

OKLAHOMA HISTORICAL SOCIETY

SUBGRANTEE

City of Norman

Bob L. Blackburn
Executive Director

By:
Title:

Date

Date

SUBGRANT AGREEMENT

ATTACHMENT "A"

Project Number 19-612

In consideration of a Historic Preservation Fund matching grant-in-aid, administered by the Oklahoma Historical Society/OKSHPO, the subgrantee hereby accepts the following stipulations and conditions with respect to the use and administration of these funds and conduct of the project work;

1. Provisions:

The OKSHPO and the Subgrantee, in consideration of the mutual covenants and stipulations set out below, agree as follows:

- A. Provide accurate, current and complete disclosure of the financial results of the project.
- B. Maintain records which identify adequately the source and application of funds for the grant supported activity.
- C. Ensure effective control and accountability for all funds, property and assets. Subgrantee will adequately safeguard all such assets and will assure that they are used solely for purposes authorized by this agreement.
- D. Provide comparison of actual outlays with budgeted amounts for the subgrant. Financial information must be directly related to performance and unit cost information.
- E. Maintain records demonstrating the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable cost principles and the terms of the subgrant.

AUDIT AND RECORDS: (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in

written form, in the form of computer data, or in any other form. In accepting any contract with the State, the vendor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful vendor is required to retain all records relative to this contract for the duration of the contract term and for a period of seven (7) years following completion and/or termination of the contract, or until an acceptable audit has been performed and all claims and audit findings involving the records have been resolved. The seven (7) year retention period starts from the date of the submission of the final expenditure report to the OKSHPO. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for seven (7) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year retention period, whichever is later.

- F. Maintain accounting records that are supported by source documentation.
- G. Conduct all project work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* as set forth in Attachment "B".
- H. Provide the OKSHPO with an acceptable final project report, prepared in accordance with the OKSHPO's guidelines and the Project Schedule in Attachment "B". Twenty percent (20%) of the Federal funds will be withheld until this document is approved by the OKSHPO.

2. Equal Opportunity:

During the performance of this project the Subgrantee agrees as follows:

- A. The Subgrantee will adhere to acts prohibiting discrimination including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended.

These acts prohibit discrimination on the basis of race, color, national origin, disability, or age. The Subgrantee will take affirmative steps to ensure that applicants are employed and that employees are treated during employment without regard to race, color, national origin, disability, or age. Such action will include, but not be limited to the following: employment; recruitment or recruitment advertising; layoff or termination; and rates of pay or other forms of compensation. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these nondiscrimination provisions.

- B. The Subgrantee will state in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee that all otherwise qualified applicants receive consideration for employment without regard to race, color, national origin, disability, or age.
- C. In the event of the Subgrantee's noncompliance with equal opportunity conditions or with any such rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part, and the Subgrantee may be declared ineligible for further government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order No. 11246. Other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. Documentation of Donated Services:

All donated services claimed as nonfederal matching share must be substantiated by time cards or records that are signed by both the donor and their supervisor as is required for all other employees. Such records must show the actual hours worked and the specific duties performed. The records should also indicate the basis for determining the values of the contribution and such documentation must be available for audit.

4. Payment:

- A. The allowable cost in this agreement is a matching grant-in-aid from the National Park Service, Department of the Interior, through the OKSHPO. The Subgrantee will match the grant award with an amount not less than forty percent (40%) of the total project cost, as set forth in "Attachment B."
- B. The Subgrantee will receive reimbursement for those allowable costs properly incurred within the effective dates of the project.
- C. To receive reimbursement for allowable costs under the terms of the grant-assisted project, the Subgrantee shall submit itemized invoices with supporting documentation, as specified in the OKSHPO's guidelines. The matching ratio must be demonstrated in each request for reimbursement.
- D. The OKSHPO will make no advance payments to the Subgrantee.
- E. The final request for reimbursement must be received by the date specified in the Project Schedule of Attachment "B".

5. Special Condition:

The Subgrantee may use no part of this subgrant to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other devices intended or designed to influence in any manner a Member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This provision is in accordance with 18 U.S.C. 1913. Violation of this provision will result in termination of this agreement.

6. Procurement:

The purchase of goods and services must be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular). Equipment purchases are not allowed under this agreement.

7. Costs:

All costs incurred must be in accordance with the appropriate institution's or organization's costs principles located in:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular), ASMB C-10/Indian Tribal Governments, and OMB Circular A-123/Internal Control Systems

8. Repayment:

If it is determined that terms and conditions of the subgrant were not followed or that costs claimed are disallowed following the audit, the subgrantee shall reimburse the OKSHPO the amount of the disallowed costs.

9. Amendment Procedure:

A. If the Subgrantee determines that a change in the scope of work to be accomplished, the project budget, or the source and kind of nonfederal matching share under this agreement is necessary, a written request must be submitted to the OKSHPO detailing the requested amendment and giving justification for the change. The OKSHPO shall, within five (5) days of receipt of the request, inform the Subgrantee whether Department of the Interior approval is needed for the amendment. If Department of the Interior approval is not required, and if the proposed amendment is acceptable to the OKSHPO, approval of the amendment

shall be forwarded to the Subgrantee within fifteen (15) days. If Department of the Interior approval is required, the OKSHPO shall inform the Subgrantee of the approval or disapproval within fifteen (15) days of receipt of notification from the Department of the Interior.

- B. Unless the Subgrantee has requested and received approval of an amendment to the scope of work, the project budget, or the source and kind of matching share outlined in this agreement, costs incurred as a result of the change may not be reimbursed.

10. Termination:

- A. Termination of agreement for cause: If, through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Subgrantee shall violate any of the covenants or stipulations of this agreement, the OKSHPO shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. The Subgrantee shall be entitled to receive just and equitable compensation for any work done in accordance with the requirements of Attachment "B". Notwithstanding the above, the Subgrantee shall not be relieved of liability to the OKSHPO for damages sustained by the OKSHPO by virtue of any breach of the contract by the Subgrantee, and the OKSHPO may withhold any payments to the Subgrantee for the purpose of set-off until such time as the exact amount of damages due the OKSHPO from the Subgrantee is determined.
- B. The OKSHPO or the Subgrantee may terminate this agreement at any time when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties shall agree upon the termination

conditions, including the effective termination date, and in the case of partial termination, the portion to be terminated.

- C. If the OKSHPO terminates this agreement, the Subgrantee shall not incur new obligations for the terminated portion after the effective termination date. The Subgrantee will cancel as many outstanding obligations as possible. The OKSHPO will allow full credit for noncancellable obligations properly incurred prior to the date of termination. Costs incurred after the effective date of termination will be disallowed.

SUBGRANT AGREEMENT

ATTACHMENT "B"

AMENDMENT I

CITY OF NORMAN

CERTIFIED LOCAL GOVERNMENTS PROGRAM

19-612

I. PURPOSE

The Subgrantee shall, in consideration of this matching grant-in-aid, carry out the responsibilities delegated to it under the Certification Agreement entered into with the OK/SHPO on May 4, 1998. The Subgrantee shall therefore:

- a. Enforce the local historic preservation ordinance for the designation and protection of local historic properties;
- b. Maintain an adequate and qualified historic preservation review commission in accordance with provisions of *Certified Local Governments Program for Oklahoma* that includes the requirement that every local Commission member possess a demonstrated interest in historic preservation;
- c. Maintain a system for the survey and inventory of local historic properties that is coordinated with the statewide comprehensive planning process, with technical assistance provided by the OK/SHPO;
- d. Ensure, to the maximum extent possible, public participation in the local historic preservation program;
- e. Review and comment upon nominations to the National Register of Historic Places (NRHP) for properties within its jurisdiction, and within sixty (60) days of receiving the nominations, submit the commission's reports and the mayor's recommendations to the OK/SHPO as to whether or not the nominated properties meet the National Register Criteria for Evaluation;
- f. Assist the OK/SHPO, if necessary, to verify the names and addresses of property owners within local historic districts being nominated to the National Register, and assist with arrangements for local public information meetings at mutually agreeable times and locations when such districts are nominated;

- g. Submit an annual report to the OK/SHPO detailing the past year's local historic preservation program activities by October 31, 2020;
- h. Coordinate local historic preservation, to the extent practicable, with the OK/SHPO that shall provide technical assistance, guidance, and information to the Subgrantee as requested;
- i. Carry out the general program procedures as outlined in *Certified Local Governments Program for Oklahoma*.

II. WORK TO BE ACCOMPLISHED

The work to be accomplished under this Certified Local Governments Program Agreement includes (A) with the services of a qualified consultant, update the historic district design guidelines for the City of Norman; (B) renewing memberships with National Alliance of Preservation Commissions and other organizations, as approved; and (C) providing educational/training opportunities for City staff and Preservation Commission members.

A. Update Historic District Guidelines

The Subgrantee shall hire a qualified consultant to update the historic district design guidelines for the City of Norman. Subgrantee shall issue a Request for Proposals according to the requirements set forth in *Guidelines for Subgrantees*; **OK/SHPO approval of the RFP prior to issuance is required.** The Subgrantee shall submit a draft RFP to the OK/SHPO for a ten (10) day review. Prior to notification of the consultant of his/her selection, the Subgrantee shall confer with the OK/SHPO to confirm that an appropriately qualified individual has been properly selected and receive the SHPO's approval of the consultant contract before it is executed. **The Subgrantee shall provide the OK/SHPO a copy of the fully executed document within seven (7) working days of its execution.**

Subgrantee shall submit the first draft of the design guidelines to the OK/SHPO for a thirty (30) day review and the second draft for a fifteen (15) day review, as set forth below in Section IV. Project Schedule. Subgrantee shall submit five (5) copies of the final design guidelines to the OK/SHPO.

B. Professional Organization Memberships and Periodicals

The Subgrantee shall purchase and/or renew historic preservation-related professional organization memberships and subscriptions to periodicals. These may include, but are not limited to, the National Alliance of Preservation Commissions, the National Trust for Historic Preservation, Preservation Oklahoma, Inc., and other preservation-related organizations and periodicals, as approved by the OK/SHPO in advance of incurring membership/subscription costs.

C. Educational/Training Opportunities

The Subgrantee shall provide educational/training opportunities for Preservation Commission members and related City staff which will include attendance at preservation-related educational opportunities, as approved by the OK/SHPO.

III. UNDERSTANDING OF DOCUMENTS

The Subgrantee affirms familiarity with and understanding of the following:

- a. *Guidelines for Subgrantees*
- b. The Secretary of the Interior's Standards and Guidelines for Identification and Evaluation
- c. *Certified Local Governments Program for Oklahoma*

IV. PROJECT SCHEDULE

In accordance with instructions in *Guidelines for Subgrantees*, the Subgrantee shall submit Progress Reports to the OK/SHPO as specified in the Project Schedule

below. Attached to each report shall be the specific documents and/or evidence on project products and tasks as specified:

Report Due: August 10, 2019

Reporting Period: July 1-31, 2019

- Tasks:**
1. Subgrantee shall draft a Request for Proposals for the update of the design guidelines and provide it to the OK/SHPO for a fifteen (15) day review and issue the RFP.
 2. Submit Progress Report to OK/SHPO.

Report Due: September 10, 2019

Reporting Period: August 1-31, 2019

- Tasks:**
1. Review consultant proposals and submit selected consultant to OK/SHPO for approval.
 2. Subgrantee shall provide a copy of the fully-executed contract with consultant to OK/SHPO within seven (7) working days of execution.
 3. Submit Progress Report to OK/SHPO.

Report Due: October 10, 2019

Reporting Period: September 1-30, 2019

- Tasks:**
1. Consultant begins work on design guidelines.
 2. Submit Progress Report to OK/SHPO.

Report Due: November 10, 2019

Reporting Period: October 1-31, 2019

- Tasks:**
1. Consultant continues work on design guidelines.
 2. Submit Progress Report to OK/SHPO.

Report Due: December 10, 2019

Reporting Period: November 1-30, 2019

- Tasks:**
1. Consultant continues work on design guidelines.
 2. Submit Progress Report to OK/SHPO.

Report Due: January 10, 2020

Reporting Period: December 1-31, 2019

- Tasks:**
1. Consultant continues work on design guidelines.
 2. Submit Progress Report to OK/SHPO.

Report Due: February 10, 2020

Reporting Period: January 1-31, 2020

- Tasks:**
1. Consultant continues work on design guidelines.
 2. Submit Progress Report to OK/SHPO.

Report Due: March 10, 2020

Reporting Period: February 1-29, 2020

- Tasks:**
1. Consultant continues work on design guidelines.
 2. Submit Progress Report to OK/SHPO.

Report Due: April 10, 2020

Reporting Period: March 1-31, 2020

- Tasks:**
1. Consultant continues work on design guidelines.
 2. Submit Progress Report to OK/SHPO.

Report Due: May 10, 2020

Reporting Period: April 1-30, 2020

- Tasks:**
1. Consultant continues work on design guidelines.
 2. Submit Progress Report to OK/SHPO.

Report Due: June 10, 2020

Reporting Period: May 1-31, 2020

- Tasks:**
1. Consultant continues work on design guidelines.
 2. Submit Progress Report to OK/SHPO.

Report Due: July 10, 2020

Reporting Period: June 1-30, 2020

- Tasks:**
1. Subgrantee shall provide OK/SHPO with a draft copy of the design guidelines for a thirty (30) day review.
 2. Submit Progress Report to OK/SHPO.

Report Due: August 10, 2020

Reporting Period: July 1-31, 2020

- Tasks:**
1. Consultant shall make changes per OK/SHPO comments and submit a final draft of the design guidelines for a fifteen (15) day review.
 2. Submit Progress Report to OK/SHPO.

Report Due: September 10, 2020

Reporting Period: August 1-31, 2020

- Tasks:**
1. Subgrantee shall submit five copies of the final design guidelines to the OK/SHPO.
 2. Submit Progress Report to OK/SHPO.

Report Due: October 10, 2020

Reporting Period: September 1-30, 2020

- Tasks:**
1. Submit Progress Report to OK/SHPO.

The Final Project Report and Final Request for Reimbursement shall be submitted to the OK/SHPO by **October 31, 2020**, and shall be completed in accordance with the

instructions in *Guidelines for Subgrantees*. The Annual Report shall be submitted no later than **October 31, 2020**, as specified in Section I. of this agreement.

V. PAYMENT SCHEDULE

The Subgrantee shall submit reimbursement requests for actual costs incurred no more frequently than once a month. If reimbursement requests will be submitted less frequently than monthly, each Progress Report shall clearly explain why a monthly reimbursement request is not being made and when the OK/SHPO should expect the next reimbursement request. The requests shall be prepared in accordance with instructions in *Guidelines for Subgrantees* and shall coincide with completion of “milestones” set forth in the Project Schedule in Section IV.

VI. PROJECT BUDGET

Category	Federal	Nonfederal	Total
Personnel	\$0	\$11,178	\$11,178
Contractual	\$14,517	\$35,000	\$49,517
Travel	\$1,500	\$0	\$1,500
Postage	\$200	\$0	\$200
Printing	\$200	\$0	\$200
Other*	\$350	\$2,200	\$2,550
Total	\$16,767	\$48,378	\$65,145

*Other – membership dues, registration fees and legal notices

VII. NON FEDERAL MATCHING SHARE

Donor: City of Norman
Source: Personnel
Kind: Inkind/Hist. Pres. Off.
Amount: \$4,300/116.69 hrs @ \$36.85/hr

Donor: City of Norman
Source: Personnel
Kind: Inkind/Admin Tech.
Amount: \$1,000/35.47hrs @ \$28.19/hr

Donor: City of Norman
Source: General Fund
Kind: Cash
Amount: \$37,200

VIII. SPECIAL CONDITION

In accordance with the Stevens Amendment (Public Law 101-517) any Request for Proposal initiated by the Subgrantee must comply with Title V, Section 511, which states:

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

IX. SPECIAL CONDITION

The Subgrantee shall obtain the OK/SHPO's written approval of its solicitation for consultant services before it is issued and of the selected consultant before the Subgrantee notifies the consultant of selection. Additionally, the Subgrantee must receive the OK/SHPO's written approval of the consultant contract before it is executed, and within seven (7) working days of its execution, the Subgrantee shall provide the OK/SHPO a copy of the fully executed document.

X. SPECIAL CONDITION

The Subgrantee shall include in all press releases or other publicity about this subgrant activity, or any portion thereof, and its results and/or in any subsequent publications based on the results of this subgrant project a statement acknowledging

the financial support and role of the State Historic Preservation Office and the National Park Service. The Subgrantee shall submit a copy of all press releases or other publicity and/or a copy of the acknowledgment statement planned for a subsequent publication to the OK/SHPO for approval prior to issuance of the press release or other publicity and/or typesetting of any subsequent publication.

XI. SPECIAL CONDITION

The Subgrantee certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. § 1313 and participation in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1313 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.uscis.gov/e-verify.