

**OKLAHOMA HISTORICAL SOCIETY
SUBGRANT AGREEMENT**

Project Number 20-612

AMENDMENT I

Certified Local Governments Program

City of Norman

P.O. Box 370, Norman, OK 73070

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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 referred to as 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: \$ 23,484

The Subgrantee shall provide the nonfederal matching share an amount not less than: \$ 15,656

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 **July 1, 2020**, and to remain in effect until **June 30, 2021**.

OKLAHOMA HISTORICAL SOCIETY

SUBGRANTEE
City of Norman

Trait Thompson
Executive Director

By:
Title:

Date

Date

ATTACHMENT A

Project Number

20-612

In consideration of a Historic Preservation Fund matching grant-in-aid, administered by the Oklahoma Historical Society/State Historic Preservation Office (hereafter known as OK/SHPO), the Subgrantee hereby accepts the following stipulations and conditions with respect to the use and administration of these funds to conduct the project work.

1. Provisions

The OK/SHPO and the Subgrantee, in consideration of the mutual covenants and stipulations set about below, agree as follows:

- A. Provide accurate, current, and complete disclosure of the financial results of the project.
- B. Maintain records that fully identify 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 they are used solely for purposes authorized by this agreement.
- D. Provide compensation 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, electronic form, or in any other form. In accepting any contract with the State of Oklahoma, the Subgrantee agrees any pertinent state and federal agency will have the

right to examine and audit all records relevant to the execution of the resultant contract. (b) The Subgrantee 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 OK/SHPO. 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 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 OK/SHPO with a complete final project report, prepared in accordance with the OK/SHPO's guidelines and the Project Schedule set forth in Attachment B. Twenty percent (20%) of the federal funds will be withheld until this document is approved by the OK/SHPO.

2. Equal Opportunity

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

- A. The Subgrantee will adhere to the 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 the 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 OK/SHPO. 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 OK/SHPO's *Guidelines for Subgrantees*.
- D. The OK/SHPO 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 set forth in Attachment B.

5. 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) and the OK/SHPO's *Guidelines for Subgrantees*. Equipment purchases under this agreement require approval from the OK/SHPO and the National Park Service and must be approved in advance of purchase.

6. Costs

All costs incurred must be in accordance with the appropriate institution's or organization's cost 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.

7. Repayment

If it is determined that terms and conditions of the subgrant were not followed or that costs claimed are disallowed following an audit, the Subgrantee shall reimburse the OK/SHPO the amount of the disallowed costs.

8. 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 OK/SHPO detailing the requested amendment and giving justification for the change. If Department of the Interior approval is not required, and if the proposed amendment is acceptable to the OK/SHPO, approval of the amendment shall be forwarded to the Subgrantee within fifteen (15) business days. If Department of the Interior approval is required, the OK/SHPO shall inform the Subgrantee of the approval or disapproval within fifteen (15) business 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.

9. 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 OK/SHPO 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) business 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 OK/SHPO for damages sustained by the OK/SHPO by virtue of any breach of the contract by the Subgrantee, and the OK/SHPO may withhold any payments to the Subgrantee

- for the purpose of set-off until such time as the exact amount of damages due the OK/SHPO from the Subgrantee is determined.
- B. The OK/SHPO 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 OK/SHPO terminates the 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 OK/SHPO 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.

10. Special Conditions

- A. The Subgrantee may use no part of this subgrant to directly or indirectly pay for any personal services, 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.
- B. Audit Requirement: Subgrantees shall provide the OK/SHPO a copy of an audit report for any subgrant in excess of \$25,000, in compliance with the provisions of OMB Circular A-110. When the Final Project Report is submitted to the OK/SHPO, as set forth in Attachment B, a cover letter accompanying it shall stipulate the anticipated date by which the OK/SHPO can expect delivery of the report or the location online where the report can be obtained.

- C. 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 subgrantees 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.

- D. 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 acknowledgement 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.
- E. 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) business days of its execution, the Subgrantee shall provide the OK/SHPO a copy of the fully executed contract.

ATTACHMENT A

F. 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.

Project Number

20-612

1. Purpose

The City of Norman (hereafter referred to as Subgrantee) shall in consideration of this matching grant-in-aid carry out the responsibilities delegated to it under the Certified Local Governments 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 production 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 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 fiscal year's local historic preservation program activities (October 1-September 30) by October 31 of each year;
- 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*.

2. Work to be Accomplished

The work to be accomplished under this Certified Local Governments Program agreement includes the following:

a. **Virtual Preservation Workshop**

The Subgrantee shall retain the services of a qualified professional to present at least one historic preservation-related workshop. The workshop(s) shall be open to the public and may be in person or online. The Subgrantee shall use funds to cover eligible costs related to the workshop(s). These costs may include travel costs for speakers and materials related to the workshop(s). No subgrant funds will be spent for food, entertainment, or decorations, nor can any of these unallowable costs be included in the Subgrantee's nonfederal matching share for this project. The Subgrantee shall provide the OK/SHPO with a copy of each executed agreement (if an agreement is executed) with the speaker(s) within seven days of execution. Subgrantee shall notify the OK/SHPO of the event date and shall post the event to the preservation calendar of events no less than 30 days prior to the event.

b. **Graphic Design Layout and Printing of Preservation Guidelines**

The Subgrantee shall hire a qualified consultant or firm to format the graphic design of the finalized guidelines for final printing following all public meetings

and comment periods. Subgrantee shall also print copies of the City of Norman Preservation Guidelines for free distribution to the public once all public meetings have been held and a final draft has been approved by the OK/SHPO. Subgrantee shall refer to the *Guidelines for Subgrantees* for the process on soliciting bids for the graphic design consultant or firm and the printing of the plan and provide documentation to the OK/SHPO to demonstrate compliance with the requirements. The Subgrantee shall ensure that two hard copies and one PDF of the plan are provided to the OK/SHPO along with the Final Project Report.

c. **Educational/Training Opportunities**

Subgrantee shall develop and print a City of Norman kids historic preservation coloring and activity book. The book shall contain, but not be limited to, historic preservation-related terminology, National Register-listed buildings in and around Norman, a history of Norman and its preservation, and a glossary of important terms related to historic preservation. Subgrantee shall consult with the OK/SHPO on the organization of the book prior to development. Subgrantee shall provide the OK/SPHO with a first draft of the book for a thirty (30) day review and a second draft for a fifteen (15) day review, as per the project schedule in Section 4. Subgrantee shall print 3,000-4,000 copies that shall be distributed to local public schools prior to summer break. Subgrantee shall refer to the *Guidelines for Subgrantees* for the process to solicit bids for the printing of the book and provide documentation to the OK/SHPO to demonstrate compliance with the requirements.

Should the Subgrantee hire a qualified professional to design and prepare the coloring and activity book instead of the work being completed in-house, the 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.**

d. **Educational/Training Opportunities**

The Subgrantee shall provide educational/training opportunities for preservation commission members and related city staff, as available, and with prior approval from the OK/SHPO.

3. Understanding of Documents

The Subgrantee affirms familiarity with and understanding of the following:

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

4. 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 supporting documentation on project products and tasks as specified.

Report Due: **October 10, 2020**

Reporting Period: **July 1, 2020-September 30, 2020**

- Tasks:**
1. Provide OK/SHPO with potential workshop agenda and speaker list for virtual workshop.
 2. Submit quarterly progress report to OK/SHPO.

ATTACHMENT B – AMENDMENT I

Report Due: January 10, 2021

Reporting Period: October 1, 2020-December 31, 2020

- Tasks:**
1. Hold meetings regarding design guidelines for public input.
 2. Submit quarterly progress report to OK/SHPO.

Report Due: April 10, 2021

Reporting Period: January 1, 2020-March 31, 2020

- Tasks:**
1. Hire graphic design firm to finalize layout of design guidelines.
 2. Design kids activity book.
 3. Publicize and register citizens for online workshops.
 4. Submit quarterly report to OK/SHPO.

Report Due: July 10, 2021

Reporting Period: April 1, 2020-June 30, 2020

- Tasks:**
1. Continue registration of citizens for online workshops.
 2. Submit first draft of kids activity book for 30-day review and second draft of kids activity book for 15-day review.
 3. Print kids activity book and distribute to schools.
 4. Finalize layout of design guidelines.
 5. Submit quarterly report to OK/SHPO.

The Final Project Report and Final Request for Reimbursement shall be submitted to the OK/SHPO no later than 30 days from the end of the agreement period and shall be completed in accordance with the instructions in *Guidelines for Subgrantees*.

ATTACHMENT B – AMENDMENT I

5. Payment Schedule

The Subgrantee shall submit reimbursement requests for actual costs incurred no more frequently than once a month, unless approved by the OK/SHPO. The requests shall be prepared in accordance with instructions in *Guidelines for Subgrantees*.

6. Project Budget

Category	Federal	Nonfederal	Total
Personnel	\$5,000	\$13,456	\$18,456
Printing	\$3,779	\$0	\$3,779
Travel	\$325	\$0	\$325
Contractual	\$13,830	\$0	\$13,830
Postage	\$300	\$0	\$300
Supplies	\$100	\$0	\$100
Other *	\$150	\$2,200	\$2,350
Total	\$23,484	\$15,656	\$39,140

* membership dues, registration fees, and legal notices

7. Nonfederal Matching Share

Donor: City of Norman
Source: Personnel
Kind: Inkind/Hist. Pres. Off.
Amount: \$11,516
 (312.5 hrs @ \$36.85/hr)

Donor: City of Norman
Source: Personnel
Kind: Inkind/Admin Tech.
Amount: \$1,940
 (68.82 hrs @ \$28.19/hr)

Donor: City of Norman
Source: General Fund
Kind: Cash
Amount: \$2,200