

**OKLAHOMA HISTORICAL SOCIETY
SUBGRANT AGREEMENT**

Project Number 23-612

Certified Local Governments Program

City of Norman

P.O. Box 370, Norman, OK 73070

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Contact Person: Anais Starr

FEI #: 73-6005350

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, a legally binding part of this document.

The OKSHPO shall provide a matching grant-in-aid in the amount of: \$ 18,375

The Subgrantee shall provide the nonfederal matching share an amount not less than: \$ 12,250

The Subgrantee shall adhere to the terms, conditions, standards, and guidelines set forth in **Attachments A and B**, 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, 2023**, and to remain in effect until **June 30, 2024**.

OKLAHOMA HISTORICAL SOCIETY

SUBGRANTEE
City of Norman

Trait Thompson
Executive Director

By:
Title:

Date

Date

ATTACHMENT A

Project Number

23-612

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.
 - D. The OK/SHPO reserves the right to terminate the contract should the National Park Service fail to allocate funding from the Historic Preservation Fund. Subgrantees shall be notified in writing that funding is pending. All Subgrantees will be given sufficient notice of termination. Costs incurred for contract projects from the start date to the point of termination shall be reimbursed.

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.

ATTACHMENT A

- 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

ATTACHMENT A

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.

- 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

23-612

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. Development of a Walking Tour Phone App (Continued)

The Subgrantee, with the services of a qualified professional, shall develop a walking tour phone app documenting the history of and historic sites located within Southridge Historic District. The Subgrantee shall submit a draft RFP to the OK/SHPO for a 10-day review, if applicable. Subgrantee shall refer to the *Guidelines for Subgrantees* for the process on soliciting bids for the app and provide documentation to the OK/SHPO to demonstrate compliance with the requirements. Subgrantee shall consult with the OK/SHPO before selection of consultant, and the **Subgrantee shall provide the OK/SHPO a copy of the fully executed contract within seven working days of its execution.**

The phone app shall be professional in content and design. The Subgrantee shall submit each of the following to the OK/SHPO for a 15-day review, per the project schedule below: a list of all structures to be included and complete phone app text in Word format sent to the OK/SHPO via e-mail; access to review a first draft of the final design and layout; and access to a final draft of the design and layout. All drafts must be reviewed and approved by the

OK/SHPO before the phone app goes live. The Subgrantee shall ensure that the acknowledgement of support and nondiscrimination language specified in *Guidelines for Subgrantees* will appear in the phone app. The Subgrantee shall notify the OK/SHPO via e-mail when the app goes live and instructions on how to obtain it.

B. Historic Preservation-Related Workshop(s)

The Subgrantee shall retain the services of a qualified professional to present at least one workshop on wood window repair (or other historic preservation-related topic) in Fall 2023. The workshop(s) shall be open to the public and may be in person or online. Subgrantee shall provide the OK/SHPO with a written narrative detailing the workshop and allow the OK/SHPO five working days in which to comment on the content.

The Subgrantee shall use CLG funds to cover eligible costs related to the workshop. These costs may include travel costs for speakers, materials related to the workshop, and venue rental fees. No subgrant funds will be spent on 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 any agreement is executed) with the speaker(s) or venue within seven business days of execution. The Subgrantee shall provide the OK/SHPO with a sign-in sheet and agenda after each presentation.

C. Printing of Educational Materials to Historic District Property Owners

The Subgrantee shall print copies of an educational mailing regarding regulations for historic districts for free distribution to the historic district owners once 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 printing of the plan and provide documentation to the OK/SHPO to demonstrate

compliance with the requirements. The Subgrantee shall ensure that one digital copy of the final document is provided to the OK/SHPO along with the Final Project Report.

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, 2023**

Reporting Period: **July 1, 2023-September 30, 2023**

- Tasks:**
- 1. Subgrantee shall solicit the appropriate number of quotes from qualified companies to design and build the walking tour cell phone app.
 - 2. Submit quotes to OK/SHPO for review. After approval, provide OK/SHPO with a copy of the fully executed contract with seven days of execution date.

3. Submit quarterly progress report to OK/SHPO.

Report Due: **January 10, 2024**

Reporting Period: **October 1, 2023-December 31, 2023**

- Tasks:**
1. Present Fall workshop(s).
 2. Provide OK/SHPO with a list of all structures to be included and complete phone app text in Word format sent to the OK/SHPO via e-mail.
 3. Submit quarterly progress report to OK/SHPO.

Report Due: **April 10, 2024**

Reporting Period: **January 1, 2024-March 31, 2024**

- Tasks:**
1. Provide access to a first draft of the final design and layout for OK/SHPO review.
 2. Submit quarterly report to OK/SHPO.

Report Due: **July 10, 2024**

Reporting Period: **April 1, 2024-June 30, 2024**

- Tasks:**
1. Provide access to a final draft of the design and layout to OK/SHPO for final review. Go live with app.
 2. 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*.

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*.

ATTACHMENT B

6. Project Budget

Category	Federal	Nonfederal	Total
Personnel	\$0	\$10,050	\$10,050
Printing	\$800	\$0	\$800
Postage	\$1,000	\$0	\$1,000
Travel	\$2,700	\$0	\$2,700
Contractual	\$13,225	\$0	\$13,225
Other *	\$650	\$2,200	\$2,850
Total	\$18,375	\$12,250	\$30,625

* membership dues and supplies

7. Nonfederal Matching Share

Donor: City of Norman
Source: Personnel
Kind: Inkind/Hist. Pres. Off.
Amount: \$7,537

Donor: City of Norman
Source: Personnel
Kind: Inkind/Admin Tech.
Amount: \$2,513

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