Hi Michael-

Attached is an MOA for the grant awarded to Stoughton to update design guidelines for the Main St. Historic District.

Please review it and have the city's financial agent look it over as well. If there's anything you'd like to amend, or any signatories you'd like to add, let me know and we can make those changes. If everyone there is OK with the documents as presented, then they need a signature from the person who will act as the city financial agent, and any other signatories that Stoughton requires. You can return a signed copy digitally or on paper to me at the address below.

I look forward to working with you on this project. Please stay in touch and consult with me for any guidance you need during the project.

-Jason

Jason Tish
Certified Local Government & Preservation Education Coordinator
State Historic Preservation Office
Wisconsin Historical Society
816 State St, Rm 305, Madison WI 53706
Office: 608-264-6512
www.wisconsinhistory.org
Wisconsin Historical Society - Collecting, Preserving, and Sharing Wisconsin Stories Since 1846

WISCONSIN HISTORICAL SOCIETY
816 State Street
Madison, Wisconsin 53706

MEMORANDUM OF AGREEMENT
BETWEEN
WISCONSIN STATE HISTORIC PRESERVATION OFFICE
AND
CITY OF STOUGHTON, WISCONSIN

SUBJECT: Subgrant funding up to $17,000 from federal Historic Preservation Fund through a subgrant from the State of Wisconsin - Project No. WI-21-10018

DATE OF GRANT AWARD: Feb. 19, 2021

POINT OF CONTACT: Jason Tish: jason.tish@wisconsinhistory.org 608-264-6512

This agreement between the State Historic Preservation Office (SHPO), and the City of Stoughton, Wisconsin (Grantee) stipulates the terms and conditions of the funding for the above-referenced project, as well as the scope for work for the project. The grantee will undertake and coordinate the updating of existing design guidelines for the Main Street Historic District (the project).

Completion of the project is supported by a grant of up to $17,000 from the federal Historic Preservation Fund (HPF) through a subgrant from the Wisconsin SHPO in support of the National Register of Historic Places (NRHP) program in Wisconsin. The NRHP program was established by the National Historic Preservation Act of 1966 (as amended), and is administered by the National Park Service, U.S. Department of the Interior. The Catalog of Federal Domestic Assistance number is 15.904.

The SHPO and the Grantee agree to the following:

Scope of Work

The Grantee will carry out the project as stipulated in this document and in the *Scope of Work* (*Attachment A)*.

Period of Performance

All work related to this project will be conducted between the date of the *Purchase Order* for this project and **August 31, 2022**.

Intermediate Deadlines

There are intermediate deadlines for project activities, reporting, and deliverables stipulated below and in the *Scope of Work.* Intermediate deadlines may be amended subject to the *Amendments* section below.

Oct. 15, 2021 – First *Progress Report* to SHPO is due
Jan. 15, 2022 – Second *Progress Report* to SHPO is due (if project has not been completed)
April 15, 2022 – Third *Progress Report* to SHPO is due (if project has not been completed)
July 30, 2022 – All deliverables in the *Scope of Work* are due
Aug. 31, 2022 – project work complete, and final reimbursement requests prepared
Sept. 15, 2022 – Final *Reimbursement Request* and *Project Completion Report* are due
Sept. 30, 2022 – End of federal fiscal year. No more project work or reimbursement

The Grantee will notify the SHPO if any situation arises that will adversely affect the timely or successful completion of the project.

The SHPO will review all deliverables within 30 days of receipt, and work with the consultant to rectify incomplete or inadequate content. Project-related activities may occur after submission of deliverables.

Qualified Professional Consultation

To complete the Scope of Work, the Grantee will enter into a contract with a principal investigator who meets whose professional qualifications have been reviewed by the SHPO and determined to meet the *Secretary of the Interior's Professional Standards for Archaeology or Historic Architecture*. SHPO staff will maintain contact with the principal investigator for the duration of the project, and provide any training, advice, and technical assistance needed for the successful completion of project work. The Grantee will verify that sub-contractors hired by the principal investigator also meet the Professional Qualification Standards.

Contracts

The Grantee will allow the SHPO to review and approve drafts of contracts for project-related work prior to executing such contracts.

The Grantee will comply with federal procurement standards in Chapter 17 of the Historic Preservation Fund Grants Manual (*HPF Manual*) when obtaining professional consulting services, and will submit documentation of such prior to reimbursement.

The Grantee will not contract with any party who is disbarred, suspended, or is otherwise excluded from or ineligible for participation in Federal assistance programs under *Executive Order 12549, Debarment and Suspension*.

Allowable Costs

Generally, expenses for the following types of activities are reimbursable under this grant when they are incurred in the completion of project. See Ch. 13 of the *HPF Manual* for more specific eligibility requirements:

- Professional and consulting service
- Travel
- Equipment, materials, and supplies necessary for the completion of project activities
- Exhibits for public display of project accomplishments
- Meeting facilities
- Printing of project materials and deliverables
- Advertising, marketing, and public information
- Time spent by CLG staff coordinating the project activities or hiring and directing consultants

All project-related costs are subject to applicable principles in the following *Office of Management and Budget (OMB) Circulars.*

- *A-21 Cost Principles for Educational Institutions* (as revised 5/10/2004);
- *A-87 Cost Principles for State, Local and Indian Tribal Governments* (as revised 5/10/2004);
- *A-122 Cost Principles for Nonprofit Organizations* (as revised 5/10/2004);
- *A-102 Grants and Cooperative Agreements with State and Local Governments* (as amended 8/29/97);
- *A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations*, (as amended 9/30/99), and
- *A-133 Audits of Institutions of States, Local Governments, and Nonprofit Institutions* (as revised 6/27/03).
- If the Grantee receives $750,000 or more annually in total federal funds, the Grantee will comply with the provisions of *OMB Circular A-133*, *Single Audit Act of 1984*, and submit to the SHPO a copy of the audit report within 30 days of publication.

All project-related spending will meet federal requirements for the Historic Preservation Fund, meet state requirements for the HPF subgrant program, conform to the approved project budget and occur within the period of performance, and be necessary and reasonable for the completion of the *Scope of Work*.

Grant funding may not be used for any work associated with "lobbying," in accordance with *18 U.S.C. 1913*.

Reimbursement

The Grantee may request reimbursement for project-related expenses any time, and as often as necessary during the course of project work.

The Grantee will request reimbursement for project-related expenses by completing a *Reimbursement Request* form provided by the SHPO. Each *Reimbursement Request* will be accompanied by:

- Documentation of project-related expenses (receipts, paid invoices, etc.)
- Documentation that those expenses were paid (receipt, satisfied invoices, cancelled checks, etc.)

On receipt of a *Reimbursement Request*, the SHPO will reimburse the Grantee, within 60 days, for allowable, paid, and documented costs directly related to the grant-funded project.

The SHPO will reimburse the Grantee up to 75% of the grant award prior to the completion of the project. The SHPO will release the remaining 25% of the grant award after receipt of the *Project Completion Report*, all deliverables stipulated in the *Scope of Work*, and a review of auditable records by SHPO staff.

The Grantee will submit a final *Reimbursement Request* on or before **September 15, 2022** for all unreimbursed, project-related expenses.

Reimbursement of project-related expenses is subject to availability of federal HPF funding committed to the SHPO from the National Park Service.

Retention of Records

The Grantee will retain all records related to project expenses and the procurement of professional services for at least three years after completion of the project. The Grantee will provide, upon request, access to these records to the State Legislative Audit Bureau, the SHPO, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives.

Amendments

After the execution of this MOA, the Grantee may propose, in writing, changes to the *Scope of Work*, budget, or deliverables to the SHPO in accordance with the requirements in section 11 of the *CLG Subgrant Manual*. The SHPO will respond within 30 days, either accepting or rejecting the proposed changes.

The *Period of Performance* cannot be amended because it is tied to federal deadlines for disbursement of Assistance funding.

General Stipulations

Because federal funds will be used to complete this project, materials produced with this funding will remain in the public domain and may not be copyrighted.

The Grantee will comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices.

The Grantee will comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including applicable Secretary of the Interior's standards.

The Grantee will comply *with Title VI of the Civil Rights Act of 1964* that states that no person, on the grounds of race, color, marital status, religious creed or national origin, will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

The Grantee will comply with the *Rehabilitation Act of 1973* and the *Age Discrimination Act of 1975* and all requirements imposed by or pursuant to the *Department of the Interior Regulations (43 CFR 17)* issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or physical ability, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Grantee receives financial assistance from the National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

Any income earned during the *Period of Performance* by a Grantee from any project-related activities for which the Grantee requests reimbursement will be subtracted from the amount of the grant award.

The Grantee will indemnify and hold harmless the State Historic Preservation Officer, the Wisconsin Historical Society, and its officers, employees, and agents from actions or claims filed in response to any injury or damage received by any persons or property resulting from the Grantee's efforts to accomplish the *Scope of Work*.

Acknowledgment of Federal Assistance

The following acknowledgment of federal assistance (also available in Section 7 of the *Subgrant Manual*) will be printed in any publication or visual product resulting from this project. Publications, materials, projects, news release, speeches, and other dissemination of information relating to this project must also acknowledge the financial support of the National Park Service and the Wisconsin Historical Society.

"*The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal Funds from the National Park Service, U.S. Department of the Interior, and administered by the Wisconsin Historical Society. However, the contents and opinions do not necessarily reflect the views or policies of the Dept. of the Interior or the Wisconsin Historical Society. Nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Dept. of the Interior or the Wisconsin Historical Society*."

Termination of This Agreement

Either party may terminate this agreement by written notification to the other before the project is completed, and at least 60 days prior to the termination of the agreement.

If this agreement is terminated by the SHPO, except for reasons of non-compliance by the Grantee, the SHPO will reimburse the Grantee up to a maximum of 100% of the eligible costs incurred up to the termination date.

If this agreement is terminated by the Grantee, the SHPO may, at the discretion of the State Historic Preservation Officer, reimburse the Grantee for a maximum of 50% of the eligible costs incurred to the termination date, or may require the Grantee to return any or all federal funds transferred to the Grantee by the termination date, depending upon the circumstances of the termination. This agreement becomes effective upon signature by both parties below, and the receipt by the Grantee of a *Purchase Order* for the contract sum from the Wisconsin Historical Society on behalf of the State Historic Preservation Officer

Daina Penkiunas *State Historic Preservation Officer*	Date
Jamin Friedl *Director of Finance - City of Stoughton, Wisconsin*	6-21-21 Date

Attachment A: Scope of Work
Project No. WI-21-10018
Stoughton, Wisconsin

The State Historic Preservation Office (SHPO) and the City of Stoughton, Wisconsin (Grantee), agree to the following scope of work and conditions for the completion of design guidelines for designated historic properties within the city.

Applicability

The guidance produced with this funding will be applicable to properties in the Main Street Historic District listed in the National Register of Historic Places, and located in the city of Stoughton, Wisconsin. It will include guidance for exterior alterations to historic properties (including energy-related retrofits), new additions to historic properties, and new construction on parcels with historic designation.

Consistency with Federal Guidance

The guidance produced with this funding will be consistent with the Secretary of the Interior's Standards for Rehabilitation and Preservation. The grantee will provide architects at the SHPO an opportunity to review and comment on a draft of the guidance prior to finalizing the deliverable documents.

Subgrant Manual

In the allocation and use of federal grant funding, the Grantee will comply with all standards and requirements in the *Historic Preservation Subgrant Administration Manual* (*Subgrant Manual*) published by the SHPO. The Grantee will direct the principal investigator to the *Subgrant Manual*, and notify them that compliance is required.

Request for Bids

After the execution of the *Memorandum of Agreement* (MOA), the local government of Stoughton will issue a Request for Bids (RFB) to professional historic preservation consultants who have expressed interest in producing the design guidelines, and other consultants who may be interested in bidding on the project. The city will use a competitive negotiation process for procurement of professional services, selecting the most qualified competitor.

Principal Investigator and City Staff

The consultant(s) selected to produce the design guidelines will serve as the Principal Investigator for the project, and must meet the *Secretary of the Interior's Professional Qualification Standards for Historic Architecture.* City staff will assist in facilitating the work of the project work. Time spent by city staff to facilitate the project is eligible for reimbursement by the subgrant, and will be tracked and claimed for reimbursement.

Deliverables

After the Design Guidelines are reviewed and finalized, the Grantee will provide 12 hard copies and a digital PDF version of the guidance to the SHPO.

All deliverables will arrive at the SHPO or be digitally transferred to SHPO staff on or before **July 30, 2022.**

Acknowledgment of Federal Assistance

The following acknowledgment of federal assistance will be printed in any publication or visual product resulting from this project:

> "The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal Funds from the National Park Service, U.S. Department of the Interior, and administered by the Wisconsin Historical Society. However, the contents and opinions do not necessarily reflect the views or policies of the Dept. of the Interior or the Wisconsin Historical Society. Nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Dept. of the Interior or the Wisconsin Historical Society."

Any visual representations of the guidance produced with this funding will acknowledge the federal support.

News release, presentations, and other dissemination of information resulting from this project must also acknowledge the financial support of the National Park Service and the Wisconsin Historical Society.