

TEXAS HISTORICAL COMMISSION

HURRICANES HARVEY, IRMA, AND MARIA (HIM) EMERGENCY SUPPLEMENTAL HISTORIC PRESERVATION FUND (ESHPPF) GRANT

CFDA: 15.957

FEDERAL AGENCY: NATIONAL PARK SERVICE (NPS)
FEDERAL AWARD IDENTIFICATION NO. (FAIN): P19AP00014

SUBGRANT AGREEMENT TX-02-10026

ARTICLE I. PARTIES

This Agreement is entered into by the Texas Historical Commission (DUNS No. 099724275), an agency of the State of Texas, hereinafter referred to as “THC”, and Jefferson County (DUNS No. 010807535), hereinafter referred to as “Subgrantee”.

ARTICLE II. AUTHORITY & PURPOSE

This Agreement is made pursuant to a grant awarded to THC by the U.S. Department of the Interior, National Park Service (“NPS”), on April 4, 2019 under the provisions of the National Historic Preservation Act of 1966 as amended (54 U.S.C. Sec 300101 et seq.), Continuing Appropriations Act, 2017 (P.L. 115-123), and is pursuant to the terms and conditions of the Historic Preservation Fund (“HPF”) Grants Manual, 2007 (link in Art. III below), and all provisions under [2 CFR 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

This Agreement is made for the purpose of funding a project or projects to be undertaken by Subgrantee as a participant in the Hurricanes Harvey, Irma, and Maria Emergency Supplemental Historic Preservation Fund (HIM-ESHPPF) Grant Program.

This Agreement is also authorized under Texas Government Code Ch. 442.005 and is subject to the Statewide Uniform Grant Management Standards (UGMS), Texas Government Code Ch. 783, and the conditions and assurances promulgated thereunder by the Texas State Comptroller’s Office. The UGMS can be found here: <https://comptroller.texas.gov/purchasing/grant-management>.

ARTICLE III. ACRONYMS & DEFINITIONS

- **Coercion.** Has the meaning given at section 103 of the Trafficking Victims Protection Act, as amended (22 U.S.C. § 7102).
- **Commercial sex act.** Has the meaning given at section 103 of the Trafficking Victims Protection Act, as amended (22 U.S.C. § 7102).
- **E.O.** Executive Order.
- **Employee.** Either:

- An individual employed by Subgrantee or a subcontractor who is engaged in the performance of the project or program under this award; or
- Another person engaged in the performance of the project or program under this award and not compensated by Subgrantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- **ESHPPF.** Emergency Supplemental Historic Preservation Fund.
- **Forced labor.** Labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- **Government.** The federal government of the United States of America.
- **HIM-ESHPPF.** The Hurricanes Harvey, Irma, and Maria Emergency Supplemental Historic Preservation Fund.
- **HPF.** Historic Preservation Fund.
- **Private entity.** Any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and includes:
 - A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - A for-profit organization.
- **SAM.** System for Award Management.
- **Severe forms of trafficking in persons.** Has the meaning given at section 103 of the Trafficking Victims Protection Act, as amended (22 U.S.C. § 7102).
- **SHPO.** State Historic Preservation Office.
- **State.** The State of Texas.
- **UGMS.** The State of Texas Uniform Grant Management Standards.
- **United States.** The 50 states and the District of Columbia.
- **Worker.** Any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and
 - Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

- Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,
- Regardless of the contractual relationship alleged to exist between the individual and the employer.
- Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).
- Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

ARTICLE IV. SCOPE OF WORK

- A. The eligible Scope of Work for the project(s) under this Agreement is included in **Attachment B**, as attached hereto and herein incorporated by reference.
- B. The Scope of Work shall include eligible pre-development or development work, eligible review and compliance activities, and National Register of Historic Places nomination work as defined in Chapter 6, Sections J, I, K, M, and O of the HPF Grants Manual. The manual can be found here: https://www.nps.gov/preservation-grants/HPF_Manual.pdf. All of the activities defined in those sections apply unless specifically stated to the contrary in this Agreement. Funds may also be used for workshops or technical assistance to local government officials and property owners to preserve historic resources affected by Hurricane Harvey, or for the recordation and survey of damaged structures in accordance with Chapter 6, Section D of the HPF Grants Manual. Only damage resulting from the named disaster is eligible for assistance, and all development work must only be directed to properties listed in, or eligible for listing in, the National Register of Historic Places.
- C. The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act ("ABA"). Work altering the property should be done in compliance with all applicable regulations and guidance.
- D. No substantial involvement on the part of NPS is anticipated for the successful completion of the Scope of Work eligible under this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, or technical assistance at the request of Subgrantee or THC.
- E. As necessary, Subgrantee represents and warrants that it will monitor the activities of any of its subrecipients under this Agreement to ensure that any subaward(s) are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved within the Scope of Work of this Agreement.

ARTICLE V. AMOUNT OF CONTRACT

The total amount of this Agreement shall not exceed **\$249,913.00**. THC shall reimburse Subgrantee on a cash basis exclusively from the U.S. Department of the Interior NPS Emergency Supplemental Historic Preservation Fund. This Agreement is subject to the availability of those funds and is subject to termination or cancellation, either in whole or in part, without penalty to THC if such funds are not appropriated or become unavailable.

ARTICLE VI. TERM OF THE AGREEMENT

The period of this Agreement begins on the date of the last signature in Article XVI and shall terminate on **March 31, 2023** (“Initial Term”), unless terminated at an earlier date per Article XII. **The period of performance for work eligible for reimbursement under this Agreement begins from the incident date of Hurricane Harvey, August 23, 2017, and shall terminate on March 31, 2023.**

All work authorized by this Agreement shall be completed by March 31, 2023 in order to be eligible for reimbursement hereunder. Any expenses incurred by Subgrantee for work completed before August 23, 2017 or after March 31, 2023 shall be considered ineligible for reimbursement, unless otherwise mutually agreed and pursuant to a dually executed amendment to this Agreement.

All reimbursement requests shall be submitted to THC within 30 days of the expiration of the Initial Term, or by **April 30, 2023**. All final products, deliverables, and final reports must be submitted within 60 days of the end of the Contract Term, or by **May 31, 2023**.

Extensions of the Initial Term of this Agreement may be granted by THC upon review and approval of a written extension request and sufficient justification by Subgrantee (“Extension”), provided that the same extension has first been provided to THC by NPS. Extensions are not guaranteed.

ARTICLE VII. AWARD & PAYMENT

- A. THC will provide funding to Subgrantee on a reimbursement basis in an amount not to exceed that defined in Article V, for the Scope of Work described in **Attachment B**, and in accordance with the THC-approved Estimated Budget found in **Attachment C**.
- B. Subgrantee shall request payment in accordance with the procedures set forth in **Attachment D**, Reimbursement Request Policies & Procedures.
- C. **Allowable and Eligible Costs.** Expenses charged against awards under this Agreement may not be incurred prior to the Hurricane Harvey incident date of August 23, 2017 and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget approved by NPS and THC. Subgrantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the Period of Performance end date stipulated in this Agreement. Additional information on Eligible Costs can be found in **Attachment A**, NPS Grant Conditions as well as Chapter 13 of the HPF Grants Manual.
- D. **Travel Costs.** For travel costs charged against awards under this Agreement, costs incurred must be considered reasonable and otherwise allowable, to the extent that such costs do not

exceed charges normally allowed by Subgrantee in its regular operations as the result of Subgrantee's written travel policy, and these charges do not exceed federal GSA maximum travel rates or THC-set travel rates, as outlined in **Attachment D**, Reimbursement Request Policies & Procedures. All charges for travel must conform to the applicable cost principles.

- E. **Indirect Costs.** Indirect costs are allowable only if they are 1) applicable to Subgrantee's project(s), and 2) specifically included as a line item in the approved **Attachment C**, Estimated Budget.

ARTICLE VIII. PRIOR APPROVAL

Subgrantee shall obtain prior approval from THC for specific actions in accordance with 2 CFR 200.308 and the HPF Grants Manual, including:

- a) changes to approved budgets (of 10% or more per budget category),
- b) program revisions to Scope of Work, and
- c) use of income generated as a result of this grant program (not anticipated).

ARTICLE IX. INSURANCE & LIABILITY

A. **Insurance.** Subgrantee shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government and THC to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this Agreement.

B. **Insured.** Reserved.

C. **Indemnification.** Neither party assumes any indemnification obligation under this agreement Subgrantee hereby agrees:

1. Reserved.
2. To pay the United States and the State of Texas the full value for all damage to the lands or other property of the United States or the State of Texas caused by Subgrantee, its officers, employees, or representatives.
3. To provide workers' compensation protection to Subgrantee, its officers, employees, and representatives.
4. To cooperate with THC and NPS in the investigation and defense of any claims that may be filed with NPS or the State of Texas arising out of the activities of Subgrantee, its agents, and employees.
5. In the event of damage to or destruction of the buildings and facilities assigned for the use of Subgrantee in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS or the State of Texas to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with THC and Subgrantee that damage to the buildings or portions thereof renders such buildings unsuitable for continued use, NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting

operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable for use will constitute termination of this Agreement by THC and NPS.

D. Flow-Down. For the purposes of this Article, "Subgrantee" includes such subgrantees, contractors, or subcontractors as, in the judgment of THC and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this Article.

ARTICLE X. REPORTS & DELIVERABLES

A. Interim Reports. Subgrantees will report on the funded project, tasks, or activities under this Agreement by submitting **Interim Progress Reports** to THC on a quarterly basis pursuant to the Reporting Periods included in Subsection C below, until the completion of the grant, and shall include:

1. A completed Interim Progress Report Cover Sheet (see **Attachment E**), and
2. Any backup documentation or attachments needed in order to submit completed information.

B. Final Report. A **Final Report** must be submitted within 60 days of the end of the contract period, or by **May 31, 2023**, and shall include:

1. A completed Final Report Cover Sheet (see **Attachment F**),
2. Any backup documentation or attachments needed in order to submit completed information, and
3. One digital copy of any deliverables, publications, or products associated with or produced by this grant (ex: before and after images, workshop materials, handouts, pamphlets, videotapes, press releases, etc.), under the terms and conditions stipulated in **Attachment G**, Digital Product Submission Guidelines.

C. Reporting Periods. The following reporting period end dates shall be used for the interim reports required pursuant to Subsection A above. For final reports, the reporting period end date shall be the end date of the Contract. **Quarterly interim progress reports shall be submitted no later than 15 days after the end of each reporting period.**

Period Begin Date	Period End Date	Report Due Date
Contract Execution	August 31, 2020	September 15, 2020
September 1, 2020	November 30, 2020	December 15, 2020
December 1, 2020	February 28, 2021	March 15, 2021
March 1, 2021	May 31, 2021	June 15, 2021
June 1, 2021	August 31, 2021	September 15, 2021
September 1, 2021	November 30, 2021	December 15, 2021
December 1, 2021	February 28, 2022	March 15, 2022
March 1, 2022	May 31, 2022	June 15, 2022
June 1, 2022	August 31, 2022	September 15, 2022
September 1, 2022	November 30, 2022	December 15, 2022
December 1, 2022	February 28, 2023	March 15, 2023

March 1, 2023	March 31, 2023	Final Report due May 31, 2023
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- D. **Report Submission.** All reports shall be submitted to THC via email to him-eshpf@thc.texas.gov. Subgrantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports. Failure to submit timely and acceptable progress reports places Subgrantee in noncompliance with the terms and conditions of this Agreement and can result in withholding, suspension, or termination.
- E. **Records Access and Review.** The Secretary of the Interior and the Comptroller General of the United States, THC, the State Comptroller of Texas and the duly authorized representatives of the foregoing, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to this Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333. THC reserves the right to direct Subgrantee to retain documents for a longer period of time or transfer certain records to THC custody when it is determined the records possess longer term retention value. Subgrantee must include the substance of this clause in all subawards and subcontracts.
- F. **Deliverables/Publications.** Subgrantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables, press, and publications concerning NPS grant-supported activities as referenced in the Scope of Work, **Attachment B**.
1. All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Emergency Supplemental Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."
 2. Deliverables/publications include but are not limited to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs, invitations and photos, websites, mobile apps, exhibits, and interpretive signs.
 3. Refer to the attached guidance document, **Attachment G**, Digital Product Submission Guidelines for instructions on creating, naming, and submitting digital copies of deliverables and publications.
 4. The NPS and THC shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables or publications will be considered released to NPS for future official use. Photographer, date, and caption should be identified on each photo, so that NPS may provide proper credit for use.
 5. A digital (preferred) or physical copy of all deliverables must be available for public access.

ARTICLE XI. PROPERTY UTILIZATION

Subgrantee may not expend grant funds for tangible, nonexpendable personal property or equipment, including exempt property.

ARTICLE XII. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION, & DISPUTE RESOLUTION

- A. This Agreement may be modified only by a written instrument executed by both parties. Requests for amendments, and any approved amendments, will be in writing.
- B. Additional conditions may be imposed by THC if it is determined that Subgrantee is non-compliant with the terms and conditions of this Agreement. Remedies for Noncompliance can be found in 2 CFR 200.338 and will be discussed on an as-needed basis between Subgrantee authorized officials and THC staff.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.
- D. The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Agreement, unless some other dispute resolution process is otherwise provided under this Agreement or relevant law.

ARTICLE XIII. GENERAL & SPECIAL PROVISIONS

A. General Provisions

- 1. **Compliance with Laws, Rules, and Requirements.** Subgrantee represents and warrants that it will comply and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subgrantee represents and warrants that it will comply with all requirements imposed by THC concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subgrantee, the more restrictive requirement applies.
- 2. **OMB Circulars and Other Regulations.** The following Federal and State regulations are incorporated by reference into this Agreement. Full text for Federal regulations can be found at www.ecfr.gov.
 - a. Administrative Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;
 - b. Determination of Allowable Costs:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E;

- c. Audit Requirements:
2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.
- d. Code of Federal Regulations/Regulatory Requirements:
2 CFR Part 182 & 1401, “Government–Wide Requirements for a Drug–Free Workplace”;

2 CFR 180 & 1400, “Non–Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (Non-Procurement)”;

43 CFR 18, “New Restrictions on Lobbying”;

2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;

FAR Clause 52.203–12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, “Reporting Subawards and Executive Compensation”.
- e. State Regulations:

This Agreement is subject to the UGMS, developed and maintained by the State of Texas Comptroller’s Office under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in the local government and in programs requiring cooperation among local, state, and Federal agencies.

3. **Non–Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
4. **Lobbying Prohibition.** Pursuant to 18 U.S.C. § 1913, Lobbying with Appropriated Moneys, no part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members

or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

5. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
6. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432, it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy, and Subgrantee is encouraged to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
7. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and THC.
8. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
9. **Agency.** Neither THC nor Subgrantee is an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will THC or Subgrantee represent itself as such to third parties. NPS employees are not agents of THC or Subgrantee and will not act on behalf of THC or Subgrantee.
10. **Non-Exclusive Agreement.** This Agreement in no way restricts THC, Subgrantee, or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
11. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
12. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and

each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
14. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS, THC, and Subgrantee or its representatives. No representative of Subgrantee shall perform any function or make any decision properly reserved by law or policy to the Government.
15. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS, THC, and Subgrantee. Except as expressly provided herein, it is not intended, nor shall it be construed, to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
16. **Foreign Travel.** Subgrantee shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301–10.131 through 301–10.143.
17. **Child Support Obligation.** Subgrantee represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: “Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from funds awarded by the State must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”
18. **Clean Air Act and Federal Water Pollution Control Act.** If the Contract Amount in Article V of this Agreement exceeds \$150,000, Subgrantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
19. **Contract Work Hours and Safety Standards Act.** If the Contract Amount in Article V of this Agreement exceeds \$100,000 and Subgrantee seeks to employ mechanics or laborers to perform services involving funds under this Agreement, Subgrantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
20. **Cybersecurity Training Program (Local Government System).** If Subgrantee is a local government entity, Subgrantee represents and warrants its compliance with Section

2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

21. **Cybersecurity Training Program (State Contractor).** If Subgrantee has access to any state computer system or database, Subgrantee shall complete cybersecurity training and verify completion of the training program to THC pursuant to and in accordance with Section 2054.5192 of the Government Code.
22. **Disclosure of Suspected Fraud, Unlawful Conduct, and Violations of Federal Criminal Law.** Subgrantee represents and warrants its compliance with 2 CFR § 200.113 and Section 321.022 of the Texas Government Code which require the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of suspected fraud; unlawful conduct; and certain civil, criminal, or administrative proceedings to SAM and/or the State Auditor's Office, as applicable.
23. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Subgrantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
24. **Excluded Parties.** Subgrantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control.
25. **Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subgrantee certifies that it is not (1) the executive head of THC, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of THC, or (3) a person who employs a current or former executive head of THC.
26. **Federal Solid Waste Disposal Act.** If applicable, Subgrantee represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
27. **No Waiver on Sovereign Immunity.** The Parties expressly agree that no provision of the grant is in any way intended to constitute a waiver by THC or the State of Texas of any immunities from suit or from liability that THC or the State of Texas may have by operation of law.

B. Special Provisions

1. Public Information and Endorsements

- a. Subgrantee shall 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 business, product, service, or position which Subgrantee represents. No release of information relating to this award may state or imply that the State or the federal government approves of Subgrantee's work products or considers Subgrantee's work product to be superior to other products or services.

- b. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

Partially funded by the Emergency Supplemental Historic Preservation Fund, National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not constitute endorsement or necessarily reflect the views of the Department of the Interior or U.S. Government.

- c. Subgrantee must obtain prior written approval from THC for any public information releases concerning this award which refer to THC, the Department of the Interior, or any bureau or employee of the foregoing (by name or title). The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval. Subgrantee must provide THC with a digital copy of any public information releases concerning this award.
- d. Subgrantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Government officials, THC staff and members, or other State officials can attend if desired.
- e. If Subgrantee is a governmental entity, Subgrantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
- f. Information, documentation, and other material in connection with this Agreement or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Subgrantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event that

no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but will assume full responsibility for any statements on which there is a difference of opinion.

3. **Rights in Data.** Subgrantee must grant the United States of America and the State a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of, in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by Subgrantee, its employees, or any individual or concern specifically employed or assigned to originate and prepare such material.
4. **Retention and Access Requirements for Records.** All Subgrantee financial and programmatic records, supporting documents, statistical records, and other grant-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337 and the HPF Grants Manual. THC reserves the right to direct Subgrantee to retain documents for a longer period of time or transfer certain records to THC custody when it is determined the records possess longer term retention value. Subgrantee must include the substance of this clause in all subawards and subcontracts.
5. **Audit Requirements**
 - a. Non–Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program–specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. § 7501– 7507) and 2 CFR Part 200, Subpart F , which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6> or through a search on www.ecfr.gov.
 - b. Non–Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the THC or NPS.
 - c. Federal audits, if required, shall be made by an independent auditor in accordance with generally accepted Government auditing standards covering financial audits. Additional audit requirements applicable to this Agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>.
 - d. Additionally, the State auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds directly under the Agreement or indirectly through a subgrant under this Agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity

that is the subject of an audit or investigation by the State auditor must provide the State auditor with access to any information the State auditor considers relevant to the investigation or audit.

6. **Procurement Procedures.** Subgrantees must comply with the Federal procurement standards found in 2 CFR 200.317-320.

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all subgrantees of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by Subgrantee to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible.

Subgrantee shall take all of the following steps to further this goal:

- a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - e. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
7. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government While Driving.** Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately-owned vehicles when on official government business or when performing any work for or on behalf of the government.
8. **Seat Belt Provision.** Subgrantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
9. **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR 175.15).

a. If Subgrantee is a private entity:

- i. Subgrantee, Subgrantee's employees, any subgrantees and employees under this Agreement may not:
 - 1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
- ii. THC, as the State awarding agency, may unilaterally terminate this award, without penalty, if Subgrantee, a private entity:
 - 1) Is determined to have violated a prohibition in paragraph (a)(i) of this section; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(i). of this section through conduct that is either:
 - a) Associated with performance under this award: or
 - b) Imputed to Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-Procurement)," as implemented at 2 CFR Part 1400.

b. If Subgrantee is not a private entity:

THC, as the State awarding agency, may unilaterally terminate this award, without penalty, if Subgrantee is a not private entity, and

- i. Is determined to have violated an applicable prohibition in paragraph (a)(i) of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(i) of this section through conduct that is either:
 - 1) Associated with performance under this award; or
 - 2) Imputed to Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non Procurement)," as implemented at 2 CFR Part 1400.

c. Provisions applicable to all Subgrantees.

- i. Subgrantee must inform THC immediately of any information Subgrantee receives from any source alleging a violation of a prohibition in paragraph (a)(i) of this section.

- ii. THC's right to terminate unilaterally that is described in paragraph (a)(ii) or (b) of this section:
 - 1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to THC under this award.

10. Subgrantee Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- a. This award and employees working under the provisions of this Agreement will be subject to the whistleblower rights and remedies in the pilot program on employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239).
- b. Subgrantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712.
- c. Subgrantee shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).

11. Conflicts of Interest

- a. *Applicability*
 - i. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
 - ii. In the procurement of supplies, equipment, construction, and services by Subgrantee and by employees and subcontractors of Subgrantee, the conflict of interest provisions in 2 CFR 200.318 and Chapter 176 of the Texas Local Government Code apply.
- b. *Requirements*
 - i. Subgrantee must avoid actual or potential prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question Subgrantee's ability to provide impartial, technically sound, and objective performance under or with respect to this Agreement.
 - ii. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of Subgrantee, if Subgrantee was substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to Subgrantee or subcontractors or in development of the requirement leading to the funding announcement.
- c. *Notification*
 - i. Subgrantee must disclose in writing any conflict of interest to THC in accordance with 2 CFR 200.112, Conflicts of Interest.
 - ii. Subgrantee must establish internal controls that include, at a minimum,

procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. Subgrantee is responsible for notifying THC in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subcontractors.

- d. *Restrictions on Lobbying.* Non-Federal entities are strictly prohibited from using funds under this Agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 U.S.C 1352.
- e. *Review Procedures.* THC will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the project or projects under this Agreement, will determine whether a significant potential conflict exists, and, if it does, will develop an appropriate means for resolving it.
- f. *Enforcement.* Failure to resolve conflicts of interest in a manner that satisfies the State may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

12. Minimum Wages Under Executive Order 13658 (January 2015)

- a. *Executive Order Minimum Wage Rate.*
 - i. Subgrantee shall pay to workers, while performing in the United States, and performing on, or in connection with, this Agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
 - ii. Subgrantee shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
 - iii.
 - 1) Subgrantee may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance but will not otherwise include any amount for general and administrative costs, overhead, or profit.
 - 2) Subgrantee may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (a)(ii). THC shall consider any Subgrantee requests for such price adjustment.
 - 3) Neither NPS nor THC will adjust the agreement price under this

clause for any costs other than those identified in paragraph (a)(iii)(1) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

- 4) Subgrantee warrants that the prices in this Agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- 5) Subgrantee shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. Subgrantee may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.
- 6) Subgrantee shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
- 7) Nothing in this clause shall excuse Subgrantee from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
- 8) Subgrantee shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- 9) Subgrantee shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

b. *Applicability*

- i. This clause applies to Workers as defined in this Agreement. As provided in that definition:
 - 1) Workers are covered regardless of the contractual relationship alleged to exist between Subgrantee or a subcontractor and the worker;
 - 2) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and
 - 3) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- ii. This clause does not apply to -
 - 1) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of this Agreement, but

who are not directly engaged in performing the specific work called for by this Agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

- 2) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to:
 - a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).
 - b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).
 - c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § Part 541).
- c. *Notice.* Subgrantee shall notify all workers performing work on, or in connection with, this Agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, Subgrantee may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, Subgrantee shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Subgrantees that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any website that is maintained by Subgrantee, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
- d. *Payroll Records.*
 - i. Subgrantee shall make and maintain records, for three (3) years after completion of the work, containing the following information for each worker:
 - 1) Name, address, and social security number;
 - 2) The worker's occupation(s) or classification(s);
 - 3) The rate or rates of wages paid;
 - 4) The number of daily and weekly hours worked by each worker;
 - 5) Any deductions made; and
 - 6) Total wages paid.

THC reserves the right to direct Subgrantee to retain documents for a longer period of time or transfer certain records to THC custody when it is determined the records possess longer term retention value.

- ii. Subgrantee shall make records pursuant to paragraph (d)(i) of this clause available for inspection and transcription by authorized representatives of

the Administrator. Subgrantee shall also make such records available upon request of THC or the NPS.

- iii. Subgrantee shall make a copy of this Agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- iv. Failure to comply with this paragraph (d) shall be a violation of 29 CFR. § 10.26 and this Agreement. Upon direction of the Administrator or upon the action of the NPS or THC, payment shall be withheld until such time as the noncompliance is corrected.
- v. Nothing in this clause limits or otherwise modifies Subgrantee's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- e. *Access.* Subgrantee shall permit authorized representatives of the Administrator or THC to conduct investigations, including interviewing workers at the worksite during normal working hours.
- f. *Withholding.* NPS or THC may, upon either's own action or upon written request of the Administrator, withhold funds or cause funds to be withheld, from Subgrantee under this or any other Federal agreement with Subgrantee, sufficient to pay workers the full amount of wages required by this clause.
- g. *Disputes.* The U.S. Department of Labor has set forth in 29 CFR § 10.51, Disputes Concerning Contractor Compliance, the procedures for resolving disputes concerning Subgrantee's compliance with Department of Labor regulations at 29 CFR § 10. Such disputes shall be resolved in accordance with those procedures. This includes disputes between Subgrantee (or any of its subcontractors) and THC, the Department of Labor, or the workers or their representatives.
- h. *Anti-Retaliation.* Subgrantee shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- i. *Subcontractor Compliance.* Subgrantee is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due to Subgrantee or subcontract workers.
- j. *Subawards.* Subgrantee shall include the substance of this clause, including this paragraph (j) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

13. Data Availability

- a. *Applicability.* The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- b. *Use of Data.* The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- c. *Availability of Data.* Subgrantee and THC shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:
 - i. The scientific data relied upon;
 - ii. The analysis relied upon; and
 - iii. The methodology, including models, used to gather and analyze data.

ARTICLE XIV. KEY OFFICIALS

Unless otherwise noted, all grant documents should be sent to him-eshpf@thc.texas.gov. Subgrantee shall include the subgrant agreement number on all correspondence.

Key officials are essential to ensure maximum coordination and communication between contract parties and the work being performed. The key officials for THC are as follows:

Texas HIM-ESHPP Program Coordinator

Lisa Hart

lisa.hart@thc.texas.gov

(512) 463-6000

Division of Architecture

Texas Historical Commission

P.O. Box 12276

Austin, Texas 78701-2276

Texas HIM-ESHPP Grant Coordinator

Norma Valle

norma.valle@thc.texas.gov

(512) 463-5976

Staff Services Division

Texas Historical Commission

P.O. Box 12276

Austin, Texas 78701-2276

ARTICLE XV. ATTACHMENTS

The following documents are attached to, and made a part of, this Agreement:

- A. NPS Grant Conditions
- B. Scope of Work
- C. Estimated Budget
- D. Reimbursement Request Policies & Procedures
- E. Interim Progress Report Cover Sheet
- F. Final Report Cover Sheet
- G. Digital Product Submission Guidelines
- H. HIM-ESHPP Subgrant Signature Card
**Please complete and return to him-eshpp@thc.texas.gov upon contract execution.*
- I. Direct Deposit Authorization Form
**Please complete and return to him-eshpp@thc.texas.gov upon contract execution.*

ARTICLE XVI. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE TEXAS HISTORICAL COMMISSION:

DocuSigned by:

Mark Wolfe

9/3/2020

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Name: Mark S. Wolfe

Date

Title: Executive Director and Texas SHPO

FOR THE SUBGRANTEE:

DocuSigned by:

Fred L. Jackson

9/3/2020

2B2C43CDC17E436...

Name: Jeff Branick

Date

Title: Jefferson County Judge

ATTACHMENT A

NPS GRANT CONDITIONS

State, Tribal, Local, Plans & Grants (STLPG) Division
National Park Service

1. ELIGIBLE COSTS

Eligible costs under this award are as described in this attachment as well as 2 CFR 200, and the Historic Preservation Fund (HPF) Grants Manual, found here:

https://www.nps.gov/preservation-grants/HPF_Manual.pdf.

For this grant program, they also include:

- a. Recovery of historic resources in areas that received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.);
- b. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA)
- c. Administrative costs necessary to complete and administer the program
- d. Necessary compliance activities required by 54 U.S.C. § 306108 (commonly known as Section 106) of the National Historic Preservation Act related to the consequences of Hurricanes Harvey, Irma, and Maria
- e. Recovery and repair of properties;
 - i. Eligible properties include historic districts, buildings, sites, structures and objects listed or eligible for listing in the National Register of Historic Places
 - ii. Eligible properties include historic districts, buildings, sites, structures and objects listed or considered eligible for listing in the National Register of Historic Places by the Tribal Historic Preservation Officer;
 - iii. Eligible properties that receive funding must complete and submit a nomination as part of the project;
 - iv. All work must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
 - v. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- f. Survey and inventory of historic resources to determine eligibility, degree of damage, and provide preparedness for future disasters;
- g. Projects must substantially mitigate the threat and include steps to mitigate future damage.
- h. Cost for producing a nomination to the National Register of Historic Places (if applicable);
- i. Cost for administering an easement/covenant for the property;
- j. Cost for any required audits or financial requests;
- k. Cost for the production of a project sign;
- l. Costs for public notice of subgrant opportunity, and notice of grant and subgrant awards;
- m. Costs associated with required training or reporting; and
- n. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

2. OVERSIGHT

The National Park Service and THC will provide oversight of this grant project through the following reviews:

- a. Review and approval of interim and final reporting to include compliance with 2 CFR 200;
- b. Review and approval of consultants' qualifications to conduct the work of the grant project if over \$50,000 Federal share;
- c. Review and approval for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- d. Review and approval for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act in coordination with the Commission;
- e. Review and approval for compliance with the National Environmental Protection Act (NEPA);
- f. Review and approval of project signage to notify the public of federal involvement;
- g. Review and approval of draft and executed easement/covenant (as required) to protect federal investment;
- h. Any other reviews as determined by the NPS or THC based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

3. COST SHARING/MATCHING REQUIREMENT

Non-Federal cost-share/match is NOT required for this grant program.

4. ADMINISTRATIVE AND INDIRECT COSTS

The federally negotiated **indirect cost rate plus administrative costs** to be applied against this Agreement, by statute 54 U.S.C. § 302902, commonly known as Section 102 (e) of the National Historic Preservation Act (NHPA) of 1966, **shall not exceed 25% of the total budget**.

Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other "overhead" functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the THC and NPS Awarding Officer (AO).

5. PRE-AWARD INCURRENCE OF COSTS

Subgrantee shall be entitled to costs incurred on or after the incident period start date. This date for Hurricane Harvey has been established by the Federal Emergency Management Agency (FEMA) to be **August 23, 2017**. In accordance with 2 CFR 200.458, such costs are allowable only to the extent

that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the awarding agency. Pre-award costs are authorized for necessary expenses related to the consequences of Hurricanes Harvey, Irma, and Maria, as stipulated in Public Law 115-123, including costs necessary to complete compliance activities required by Section 306108 of Title 54, United States Code (formerly Section 106 of the National Historic Preservation Act); costs needed to administer the program provided that grants shall only be available for areas that have received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.); and costs for the preservation, stabilization, rehabilitation, and repair of historic properties that are listed in or considered eligible for listing in the National Register of Historic Places damaged by the above-named storms within such as areas.

6. PATENTS AND INVENTIONS

Subgrantees of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

7. REQUIREMENT FOR PROJECT SIGN/NOTIFICATION

Subgrantee must display public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate.

Signage/notification will be provided to Subgrantee by THC. The sign/notification will be of reasonable and adequate design and construction to withstand weather exposure; be of a size that can be easily read from the public right-of-way; and be maintained in place throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications will contain the following statement:

“This project is being supported in part by an Emergency Supplemental Grant from the Historic Preservation Fund, administered by the National Park Service, U.S. Department of the Interior, and the Texas Historical Commission, an agency of the State of Texas.”

Additional information briefly identifying the historical significance of the property, recognizing other contributors, or use of the allowable logo (with approval) is encouraged and permissible. Photo documentation of the sign/notification in place at the project location site must be submitted to THC with the first quarterly interim report.

8. COMPLIANCE WITH SECTION 106

Per the NPS, pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), THC, as the Texas SHPO for HIM-ESHPF grant assistance, must initiate consultation and must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation (ACHP) in 36 CFR 800, **prior** to the commencement of all grant-assisted construction, ground disturbance, or project planning. It shall be understood that NPS remains ultimately responsible for all findings and determinations. THC must retain proof of public

notice and a request for consultation for every selected subrecipient in its project files. Subgrantee will be required to submit documents to THC for determination of effects to historic properties. Review documentation will remain with each subgrant file until such time as Subgrantee submits a final report and photographs for work to THC to confirm that all work completed was done as required.

All documentation should conform to 800.11 of the 36 CFR Part 800. Documentation of proper review by THC staff for compliance with the appropriate Secretary of the Interior's *Standards* must be available to NPS at all times while the grant remains open. In addition, Subgrantee must comply with those recommendations stated in the Historic Preservation Fund Grants Manual Chapter 8, Section D "Standards Applicable to Subgrantees." Determinations of Adverse Effect will cause terminations of subgrant projects. In cases of cumulative adverse effects, however, there may be a need to develop a Memorandum of Agreement (MOA) with THC, NPS, and the Advisory Council on Historic Preservation (ACHP). Should a signed Programmatic Agreement exist for this Grant Program, it shall remain in place during the term agreed to and govern the activities of the ESHPF grant as related to Section 106 compliance until terminated.

9. COMPLIANCE WITH SECTION 110

Section 110 of The National Historic Preservation Act (NHPA) identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 U.S.C. § 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. In addition, Section 110(k) (54 U.S.C. § 306113) prohibits NPS from funding any direct grantee or subgrantee that attempts to avoid the requirements of Section 106 (see above). Subgrantee must make every effort to ensure preservation projects do no harm to or have adverse effects on an NHL. Should it be discovered that Subgrantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, THC shall notify NPS to determine, in consultation with the ACHP, if the project can proceed. Should a signed Programmatic Agreement exist for this Grant Program, it shall remain in place during the term agreed to and govern the activities of the ESHPF grant as related to Section 110 compliance until terminated.

10. REQUIREMENT FOR NEPA COMPLIANCE

All ESHPF-funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of NPS implementation of this Act, the Commission is required to notify NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award.

In addition, NPS has determined that most ESHPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, Subgrantee should submit an Environmental Screening Worksheet (ESW), in order to assist THC and the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

More information may be obtained at: www.nps.gov/subjects/nepa/policy.htm. Environmental Screening Worksheets can be found at <https://www.nps.gov/shpo/reporting.html> and should be

submitted with plans and specifications if required by the Scope of Work, to him-eshpf@thc.texas.gov.

11. NPS REVIEW OF PLANNING/DESIGN DOCUMENTS FOR CONFORMANCE TO THE SECRETARY OF THE INTERIOR'S "STANDARDS"

Subgrantee must submit the following to THC prior to the beginning of grant assisted work via him-eshpf@thc.texas.gov:

- a. a site plan that has the north direction clearly marked
- b. a city/county map with the site of the property clearly labeled
- c. set of plans and specifications for the project
- d. photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan.
- e. interior photographs (or digital images) of all major rooms and those involved in the project, labeled and keyed to a floor plan
- f. any additional information that will better enable a technical review of the project to be completed like historic photographs, historic structure reports, building studies, etc.

Subgrantee must submit documents for the entire undertaking to THC for its review to ensure conformance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, and with the conditions listed in this Grant Agreement.

Work that does not comply with these *Standards* in the judgment of NPS and THC will not be reimbursed and may cause this Agreement to be terminated and funds de-obligated.

12. RESERVED

13. GIS SPATIAL DATA TRANSFER STANDARDS

All GIS data produced or collected by Subgrantee as part of the grant funds will be submitted to THC. All GIS data files shall be in a shapefile (*.shp) or GeoDatabase format, preferably a GeoDatabase format. Federal Geographic Data Committee compliant data set level metadata shall be maintained for each shapefile or feature class included. All cultural resources delineated with GIS data (points, lines or polygons) should further be established in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata.

Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm. Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested.

14. DISASTER PREPAREDNESS PLANNING

Subgrantee will develop a plan of action to address cultural resource disaster preparedness, response, and recovery as relevant to the Scope of Work under this Agreement. The "plan of action" must include but is not limited to how to mitigate effects on historic resources and/or improve disaster response and preparedness within the state and, specifically, the affected areas.

In accordance with 13 Texas Administrative Code § 6.94(a)(9), Subgrantee shall provide to THC the descriptions of its business continuity and disaster recovery plans.

15. INELIGIBLE ACTIVITIES

Acquisition of real property is not an eligible cost for assistance from this emergency funding. Reconstruction is limited to portions of a historic property that still retain (prior to reconstruction) sufficient significance and integrity to remain listed in the National Register. Total reconstructions are not eligible for grant assistance. If specific features or elements of a building or landscape are missing and thus need to be recreated, this work is potentially eligible for funding (provided adequate historical documentation is available). Major reconstruction projects, such as recreating a building or landscape that has been completely destroyed, are not eligible for grant assistance because vanished structures, by definition, have lost their integrity and therefore are no longer eligible for the National Register of Historic Places, or for grant assistance.

16. NOTICE OF FINANCIAL MANAGEMENT AND SUBRECIPIENT REVIEW

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal disaster funding, Subgrantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation. There is higher chance of an audit associated with this funding.

Subgrantee must ensure the responsibility of all subcontractors under this Agreement by ensuring that such subrecipients will:

- a. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;
- b. Be able to comply with the proposed or required completion schedule for the project;
- c. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;
- d. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS and THC oversight of this Agreement and any subcontracts under this Agreement will include:

- a. Review of any subcontract announcements and agreements;
- b. Review of any physical preservation work for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- c. Review of any physical preservation work or archeological surveys for compliance with the National Environmental Protection Act (NEPA);
- d. Review, in concert with other National Park Service regional office(s), physical preservation work as per Section 110(f) (54 U.S.C. § 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from

- harm;
- e. Review of draft and final executed preservation easement/covenant;
- f. Additional requirements as determined by THC for Subgrantee based on risk or program requirements.

17. UNANTICIPATED DISCOVERY PROTOCOLS

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require Subgrantee and any subcontractors to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the NPS or THC, as appropriate, has determined a suitable course of action within 15 calendar days. With the express permission of THC, Subgrantee may perform additional measures to secure the jobsite if THC and Subgrantee determine that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

18. PUBLICITY AND PRESS RELEASES

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to THC at him-eshpf@thc.texas.gov. Subgrantee must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that THC, NPS, Department of the Interior, Congressional, Federal, legislative or State officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that *"Funding for [this activity] was provided [in part or in whole] by emergency supplemental funding from the Historic Preservation Fund, administered by the National Park Service, U.S. Department of the Interior, and the Texas Historical Commission."*

19. NOTICE TO APPLICANTS FOR OTHER FINANCIAL ASSISTANCE FROM THE NATIONAL PARK SERVICE

Work approved under this grant shall in no way inhibit or preclude others from applying for federal assistance through other programs overseen or reviewed by NPS, such as the Federal Historic Preservation Tax Incentive for Income Producing Structures. It shall be understood that approvals through this grant funding are not transferable to other NPS or NPS sponsored programs. Subgrantee should understand that work performed under this grant program may impact other work approvals. Grant funds cannot be claimed as eligible expenses for potential tax credits.

20. STRENGTHENING BUY-AMERICAN PREFERENCES FOR INFRASTRUCTURE PROJECTS PER E.O. 13858

Per Executive Order 13858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" Subgrantee shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States of America, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

21. FUNDING FOR USE OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, Tribal, local, or territorial government, or other non-profit organization, for the use of UAS (aka drones) as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

ESHPP funding for UAS usage is eligible only in this Agreement if an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS is contracted. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

(end of Attachment A)

ATTACHMENT B

SCOPE OF WORK

The eligible and approved Scope of Work for the project or projects under this Agreement is described in this attachment below. In the event of a conflict between this Attachment B, Scope of Work, and any other terms or conditions of this Agreement, this Attachment B is subsequent to all other terms and conditions of this Agreement. Any changes to this scope must be approved by THC after review of a written request to THC by Subgrantee and executed in an amendment to this Agreement. Send scope of work change requests to him-eshpf@thc.texas.gov. Please include your subgrant agreement number on all correspondence.

Jefferson County Historic Resources Survey

Task 1: Historic Resource Survey Plan: Investigative Study Research Design, Draft Fieldwork Methodology and Draft Public Involvement Plan

The Contracted Service Provider(s) shall prepare an investigative study research design that delineates primary documentation tasks and establishes preliminary fieldwork methodology.

The Contracted Services Provider(s) shall follow the Texas Department of Transportation (TxDOT) Documentation Standard for Historical Studies Research Design (DS) [Documentation Standard for Preparing an Historic Resources Research Design](#), as applicable, and shall consult with THC if issues arise related to the DS.

The Contracted Services Provider(s) shall develop a draft fieldwork methodology. The draft fieldwork methodology shall address how the Contracted Services Provider(s) will conduct field investigations, which shall document historic-age properties.

The Contracted Services Provider(s) shall develop a draft public involvement plan. The public involvement plan shall identify potential interested parties in the county and outline efforts to involve them in the research and review of the historic resources survey. These parties may include, but are not limited to, the county historical commission (CHC), certified local government (CLG) staff, local and statewide historic preservation organizations, and local history museums, libraries, or repositories. The public involvement plan shall incorporate at least two (2) stakeholder meetings held within the county to be surveyed. The public involvement plan shall identify the location of the first stakeholder meeting and propose one (1) primary and one (1) alternate date and time; the date of the second stakeholder meeting will be dependent on the completion of the survey fieldwork. The Contracted Service Provider(s) shall ensure the availability of the proposed location for the primary and alternate times. The first stakeholder meeting shall be led by the Contracted Service Provider(s) who will provide information on the purpose and goals of the historic resource survey, the research design, the preliminary fieldwork methodology, the draft historic context, and the draft geographic survey scope. The first stakeholder meeting shall provide an opportunity for the stakeholders to express their views on the historic resources survey. The Contracted Service Provider(s) shall be prepared to collect information that the stakeholders might bring to the meeting, by means of scanning, copying, or photographing. The second stakeholder meeting shall be led by the Contracted Service Provider(s) who will provide information on the results of the

historic resources survey report, including the historic context, fieldwork, and evaluations. The second stakeholder meeting shall provide an opportunity for the stakeholders to express their views on the historic resources survey.

The Contracted Services Provider(s) shall submit the Task 1 draft deliverables - investigative study research design, draft fieldwork methodology and draft public involvement plan - in Adobe PDF plus the native file formats used, such as Microsoft Word or Adobe InDesign, submitted via email to him-eshpf@thc.texas.gov attention HIM-ESHPP Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the draft deliverables for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

Task 2: Draft Historic Context Report, Draft Countywide Survey Plan, Draft Geographic Survey Scope, and Final Public Involvement Plan

Upon THC review and acceptance of the Task 1 deliverables, the Contracted Services Provider(s) shall develop a draft historic context report specific to the county, a draft countywide survey plan, a draft geographic survey scope recommendation, and a final public involvement plan. The Contracted Services Provider(s) shall consult with the THC during the development of the deliverable for this task.

A historic context report shall be understood as a narrative that includes information based on cultural themes, specific chronological periods, and a defined geographic area. It describes the broad patterns of community development, considering history, architecture, archeology, engineering, and culture, and identifies specific resource types (buildings, structures, sites, objects, and/or districts) that represent those patterns. Work will conform with National Park Service's *National Register Bulletin 39: Researching a Historic Property*.

Based on the appropriate historic context, including the identified Period(s) of Significance and Area(s) of Significance, the Contracted Service Provider(s) shall develop a draft countywide survey plan and develop a draft geographic survey scope recommending specific communities, locations, areas, and/or themes in which to conduct the initial phase of field investigations.

The identified geographic scope shall be of reasonable scale that completion of a windshield-level field investigation by the Contracted Service Provider(s) is feasible before the end of the Contract period and within the Contract budget. The draft geographic survey scope shall also propose how future phases of field investigations covering the remainder of the county should be organized.

After addressing any THC comments regarding the Task 1 deliverable of the draft public involvement plan, the Contracted Services Provider(s) shall submit the final public involvement plan.

The Contracted Services Provider(s) shall submit the Task 2 draft deliverables – the draft historic context report, draft countywide survey plan, draft geographic survey scope and final public involvement plan - in Adobe PDF plus the native file formats used, such as Microsoft Word or

Adobe InDesign, submitted via email to him-eshpf@thc.texas.gov attention HIM-ESHPPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the draft deliverables for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

Task 3: First Stakeholder Meeting, Final Geographic Survey Scope, and Final Fieldwork

Methodology

Upon THC review and acceptance of the Task 2 deliverable, the Contracted Service Provider(s) shall lead the first stakeholder meeting, develop the final fieldwork methodology, and develop the final geographic survey scope.

The Contracted Services Provider(s) shall lead at least one (1) stakeholder meeting, as described in the public involvement plan, prior to conducting the survey fieldwork. As a deliverable, the Contracted Services Provider(s) shall submit a copy of the stakeholder meeting agenda, a copy of the meeting sign-in sheet, copies of any materials presented or displayed at the meeting, copies or summaries of any comments received, copies of any information collected at the meeting, and a memorandum briefly describing the meeting and how the views and comments of the stakeholders have been taken into account.

After addressing any THC comments regarding the Task 2 deliverable of the draft geographic survey scope, the Contracted Services Provider(s) shall submit the final geographic survey scope in which to conduct the initial phase of field investigations.

After addressing any THC comments regarding the Task 1 deliverable of the draft fieldwork methodology, and taking into account any relevant comments from other stakeholders, the Contracted Services Provider(s) shall submit the final fieldwork methodology. The final fieldwork methodology shall estimate the number of historic-age properties and the range of property types likely to be included in the initial phase of field investigations within the geographic survey scope.

The Contracted Services Provider(s) shall submit the Task 3 draft deliverables the first stakeholder meeting documentation, the final geographic survey scope, and the final fieldwork methodology—in both in Adobe PDF and the native file formats used, such as Microsoft Word or Adobe InDesign, submitted via email to him-eshpf@thc.texas.gov attention HIM-ESHPPF Program Manager. The Contracted Services Provider(s) shall also submit the Task 3 draft deliverables on one (1) compact flash drive and two (2) hard copies to the HIM ESHPPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the draft deliverables for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

Task 4: Draft Historic Resources Survey Report

Upon THC review and approval of the Task 3 deliverable, the Contract Services Provider(s) shall complete a windshield-level survey of the area(s) identified in the final geographic survey scope. The survey shall apply the appropriate historic contexts and implement the final fieldwork methodology.

To the extent possible, the Contracted Services Provider(s) shall document historic properties on private land from the public rights-of-way only. Documentation shall include field forms created using the “Details” sub-tables in the CRSurveyor Collector cultural resource survey tool to that record salient historic significance, physical features, and historic integrity of each historic-age property surveyed, as well as digital photographs of each historic-age property surveyed and their surrounding context.

The historic resources survey shall result in a report that applies the evaluation methodology in narrative format with a survey form for each surveyed property, GIS data collected using the CRSurveyor Collector cultural resource survey tool, and a Microsoft Access-compatible database containing all data from the CRSurveyor Collector. The historic resources survey report shall also include appropriate graphics, such as maps and historic photographs, to illustrate the history, condition, and development of the surveyed properties.

The Contracted Services Provider(s) shall submit the Task 4 draft deliverables in both Adobe PDF and the native file formats used, such as Microsoft Word or Adobe PDF, Adobe Access-compatible, and ESRI ArcGIS Pro-compatible file formats, as appropriate submitted via email to him-eshpf@thc.texas.gov attention HIM-ESHPPF Program Manager. The Contracted Services Provider(s) shall also submit the Task 4 draft deliverables on one (1) compact flash drive and two (2) hard copies to the HIM ESHPPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of sixty (60) calendar days to review and comment on the draft deliverables for this task before acceptance. Based on THC’s review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

Task 5: Second Stakeholder Meeting, Final Historic Resources Survey Report and Final Historic Context Report

Upon THC review and approval of the Task 4 deliverable, the Contracted Services Provider(s) shall submit the final historic resources survey report and final historic context report that addresses all comments from THC from all previous tasks.

Upon THC review and approval of the Task 4 deliverable, the Contracted Services Provider(s) shall lead at least one (1) stakeholder meeting, as described in the public involvement plan, after conducting the survey fieldwork, to present the findings of the historic resources survey report. As a deliverable, the Contracted Services Provider(s) shall submit a copy of the stakeholder meeting agenda, a copy of the meeting sign-in sheet, copies of any materials presented or displayed at the meeting, copies or summaries of any comments received, copies of any information collected at the meeting, and a memorandum briefly describing the meeting and how the views and comments of the stakeholders have been taken into account.

The Contracted Services Provider(s) shall consult with the THC during the development of the

deliverables for these tasks, including seeking THC comments on questions, data gaps, and/or requests for clarification.

The Contracted Services Provider(s) shall submit the Task 5 draft deliverables in Adobe PDF plus the native file formats used, such as Microsoft Word or Adobe PDF, Adobe Access-compatible, and ESRI ArcGIS Pro-compatible file formats, as appropriate, via email to him-esHPF@thc.texas.gov attention HIM-ESHPPF Program Manager. The Contracted Services Provider(s) shall also submit the Task 5 draft deliverables on three (3) compact flash drives and three (3) hard copies contained in individual three-ring binders to the HIM ESHPPF Program Manager. The final Task 5 deliverable shall address any THC comments concerning the pre-final Task 6 deliverable. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of sixty (60) calendar days to review and comment on the draft deliverables for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

Task 6: Draft and Final Public Involvement Plan for Historic Preservation Plan

The Contracted Service Provider(s) shall prepare a public involvement plan to guide the development of a county-wide Historic Preservation Plan.

The public involvement plan for the historic preservation plan shall identify potential interested parties in the county and, at minimum, outline efforts to involve them in the vision development and planning process. These parties may include, but are not limited to, the county historical commission (CHC), certified local government (CLG) staff, local and statewide historic preservation organizations, and local history museums, libraries, or repositories.

The public involvement plan for the historic preservation plan shall incorporate at least two (2) stakeholder meetings held within the county. The public involvement plan shall identify the location of the first stakeholder meeting and propose one (1) primary and one (1) alternate date and time; the date of the second stakeholder meeting will be dependent on the completion of the draft Historic Preservation Plan. The Contracted Service Provider(s) shall ensure the availability of the proposed location for the primary and alternate times. The first stakeholder meeting shall be led by the Contracted Service Provider(s) who will provide information on the purpose and goals of the Historic Preservation Plan. The first stakeholder meeting shall provide an opportunity for the stakeholders to express their views on the vision, guiding principles that will shape the future of the County's preservation efforts and the framework of the county historic preservation program. The Contracted Service Provider(s) shall be prepared to collect information that the stakeholders might bring to the meeting, by means of scanning, copying, or photographing. The second stakeholder meeting shall be led by the Contracted Service Provider(s) who will provide information on the results of all stakeholder meetings and the draft Historic Preservation Plan. The second stakeholder meeting shall provide an opportunity for the stakeholders to express their views on the draft Historic Preservation Plan. Views expressed will be taken into account as part of the finalization of the Plan.

The Contracted Services Provider(s) shall submit the Task 6 draft deliverable - draft public involvement plan for the Historic Preservation Plan- in Adobe PDF plus the native file formats used, such as Microsoft Word or Adobe InDesign, submitted via email to him-esHPF@thc.texas.gov

eshpf@thc.texas.gov attention HIM-ESHPPF Program Manager. The Contracted Services Provider(s) shall also submit deliverable on one (1) compact flash drive and two (2) hard copies to the HIM ESHPPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the draft deliverable for this task before acceptance.

After addressing any THC comments regarding the Task 6 deliverable of the draft public involvement plan, the Contracted Services Provider(s) shall submit the final public involvement plan. The Contracted Services Provider(s) shall submit the Task 6 final deliverable – the final public involvement plan - in Adobe PDF plus the native file formats used, such as Microsoft Word or Adobe InDesign, submitted via email to him-eshpf@thc.texas.gov attention HIM-ESHPPF Program Manager. The Contracted Services Provider(s) shall also submit deliverable on one (1) compact flash drive and two (2) hard copies to the HIM ESHPPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the draft deliverables for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

Task 7: Draft and Final County-Wide Historic Preservation Plan

Upon THC review and acceptance of the Task 6 deliverables, the Contracted Services Provider(s) shall develop a draft Historic Preservation Plan that identifies preservation goals and creates a means to promote and measure preservation progress. The plan shall include, but not be limited to, identifying goals and strategies to guide rehabilitation of historic properties, strategies to address disaster and emergency preparedness, timelines for goals, and recommendations for future plan updates. The Contracted Services Provider(s) shall consult with the THC during the development of the deliverable for this task.

The Contracted Services Provider(s) shall submit the Task 7 draft deliverable - draft Historic Preservation Plan - in Adobe PDF plus the native file formats used, such as Microsoft Word or Adobe InDesign, submitted via email to him-eshpf@thc.texas.gov attention HIM-ESHPPF Program Manager. The Contracted Services Provider(s) shall also submit deliverable on one (1) compact flash drive and two (2) hard copies to the HIM ESHPPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of sixty (60) calendar days to review and comment on the draft deliverable for this task before acceptance

After addressing any THC comments regarding the Task7 deliverable of the draft Historic Preservation Plan, the Contracted Services Provider(s) shall submit the final Historic Preservation Plan- in Adobe PDF plus the native file formats used, such as Microsoft Word or Adobe InDesign, submitted via email to him-eshpf@thc.texas.gov attention HIM-ESHPPF Program Manager. The

Contracted Services Provider(s) shall also submit deliverable on one (1) compact flash drive and two (2) hard copies to the HIM ESHPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the final deliverables for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

Task 8: Project Website

The Contracted Services Provider(s) shall produce a website for the project.

The website will be maintained and hosted by Jefferson County. The website will be a simple, straightforward method for convenient information dissemination. Content of the website will match the contents of the project approved deliverables.

The website portal will contain high resolution images, be user friendly and searchable utilizing Search Engine Optimization (SEO). Ideally, there should be a customized url.

The Contracted Services Provider(s) shall submit a draft website for review. THC will review content and appearance. The Contracted Services Provider(s) shall consult with the THC during the development of the deliverable for this task. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverable before it is submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the draft deliverable for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

After addressing any THC comments regarding the draft web site, the Contracted Services Provider(s) shall submit the final content via email to him-eshpf@thc.texas.gov attention HIM-ESHPF Program Manager.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the final deliverable for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

ATTACHMENT C

ESTIMATED BUDGET

The eligible and approved Estimated Budget for the project or projects under this Agreement is shown in this attachment below. It's understood and expected that actual expenses can and likely will vary.

Any anticipated variations of 10% or more per budget category must be approved by THC prior to incurring expenditures (where possible) and will only be allowed after review of a written request to THC by Subgrantee and executed in an amendment to this Agreement. Send budget change requests to him-esbpf@thc.texas.gov. Please include your subgrant agreement number on all correspondence.

Budget Category			Total Estimated Amount (\$)
Personnel			232,000.00
Travel			17,092.50
Supplies			900.00
Contractual (Non-Construction)			
Construction (N/A)			
Other (Please Specify)			
Indirect Costs (N/A)			
Total			\$249,992.50

ATTACHMENT D

REIMBURSEMENT REQUEST POLICIES & PROCEDURES

The required reimbursement request policies and procedures are described in this attachment. Please direct financial and administrative questions to THC's HIM-ESHPP Grant Coordinator, Norma Valle. Please direct program, scope, and technical assistance questions to THC's HIM-ESHPP Program Coordinator, Lisa Hart, whose contact information can be found under Article XIV, Key Officials.

All work under this Agreement must be completed by **March 31, 2023**. Any expenses incurred by Subgrantee for work completed before August 23, 2017 (Hurricane Harvey incident date) or after March 31, 2023 shall be considered ineligible for reimbursement, unless an extension has been granted by THC.

Subgrantee must complete and return the attached Subgrant Signature Card (see **Attachment H**) before any reimbursements can be processed.

Subgrantee is encouraged to receive reimbursements via electronic funds transfer, where possible, to a bank account set up in the Texas Centralized Accounting Payroll and Personnel System (CAPPS) as identified by Subgrantee on the State of Texas Direct Deposit Authorization Form (see **Attachment I**).

Subgrantee may submit reimbursement requests electronically as a PDF file directly to him-eshpp@thc.texas.gov or as a hard copy by US mail or local land-carrier service to the address listed in Article XIV, Key Officials, to the attention of Lisa Hart, HIM-ESHPP Program Coordinator.

Allowable Costs

Please refer to the NPS Grant Conditions, Attachment A, Section 1, and Chapter 13 of the Historic Preservation Fund Grant Manual (HPF) for detailed allowable and unallowable costs under this grant program.

The following items are ineligible for reimbursement without exception:

- sales tax
- alcohol
- food and beverages (except for meals for traveling Subgrantee staff, "per diem")

All procurements must comply with the Federal Procurement Standards in 2 CFR 200, which includes obtaining at least one (1) bid for all procurements regardless of dollar amount. Please see the details of 2 CFR 200 here (or do an online search to find the circular more easily): <https://www.ecfr.gov/cgi-bin/text-idx?SID=7171c0a78045d8b17f10ef38340808b2&mc=true&node=pt2.1.200&rgn=div5>. Procurements must also comply with the State of Texas Uniform Management Standards (UGMS), details of which can be found here: <https://comptroller.texas.gov/purchasing/grant-management>.

Backup Documentation

Requests shall be accompanied by complete documentation, including vendor invoices, proof of

payment, receipts, accounting system screen shots, credit card statement copies, cancelled (deposited) check copies as applicable, purchase orders, requisitions, and contracts as applicable, or any other available documentation, for all expenses identified in the approved Scope of Work and Estimated Budget.

Use this list of documents as a guide when preparing a request package:

_____ (a.) Billing Statement (or Invoice) on Subgrantee letterhead with:

- Complete mailing address
- Subgrant contract number
- Subgrantee's Federal tax identification number
- Period covered by the request (start and end dates)
- Signed by an authorized individual identified on the Subgrant Signature Card
(Attachment H)

The format of this invoice is up to Subgrantee, provided that all relevant information is included.

_____ (b.) Summary of Expenditures being claimed with the current request showing:

- a general breakdown by budget category (using the data in the Estimated Budget in **Attachment C**). Please include columns showing Estimated Costs versus Actual Costs, so that variations can be clearly identified.
- an itemized list of expenditures under the current request, showing all individual transactions that add up to the claimed amount of the current request.

The format of this summary is up to Subgrantee, provided that all expenses add up to the claimed amount, and sufficient backup documentation can be clearly linked with expenditures.

_____ (c.) Copies of Vendor Invoices showing evidence that:

- Invoices are in the name of Subgrantee
- Services dates are within the approved project period
- Purchase price is compatible with the estimated budget cost and falls within budget
- Purchases are relevant to the project scope of work

_____ (d.) Proof of Payment to Vendors showing:

- Evidence that paid amounts and dates align with invoices, receipts, and other provided backup documentation
- Evidence that any applicable discounts and/or credits were applied
- Including any of the following if applicable:
 - Copies of receipts or properly endorsed (cancelled/deposited) checks (**front and back**)
 - Copies of bank account or credit card statements with all other irrelevant or confidential information blacked out, showing grant expenditures
 - Accounting system screen shots showing payments, if applicable and/or paid via direct deposit
 - Any other verifiable proof of payment. This is subject to the review and approval by THC's HIM-ESHPF Grant Coordinator.

_____ (e.) Staff Time documentation, if applicable, including:

- Copies of time records or timesheets for Subgrantee staff, including supervisor's verification (signature). Time Records must show the actual hours worked, date(s) worked, and the specific duties performed. Employees can claim their regular wage.
- Spreadsheets or other records indicating time spent and value of time, if staff is paid on a basis of a percentage of overall time, versus a varied hourly amount per day.
- Evidence of employee's rates of pay
- Documentation must state that no other federal funds were used for this purpose, and that this portion of salaries and benefits was not used as match for any other federal grant programs.

Payment Schedule

Reimbursement requests may be submitted as often as expenses are incurred, but not more frequently than monthly. All final requests must be submitted to THC within 30 days of the end of the contract period, or by **April 30, 2023**, unless an extension has been granted by THC. Final reimbursements will be made only after an acceptable final report and final products/deliverables have been received and approved by THC.

Requests will first be reviewed by THC's Program Coordinator and federal reviewers before they go to THC's Grant Coordinator for final review and reimbursement processing. Once invoices are received by the Grant Coordinator, reimbursement will be processed within 30 days per the Texas Prompt Payment Act.

Reimbursement payments to Subgrantee are subject to the receipt of Federal funds from NPS.

Travel Records

Any travel documentation (including that for subcontractors, if itemized on their invoices) must identify traveler(s), date(s) of travel, any costs for lodging, per diem (meals and incidentals), airfare, parking, personal vehicle mileage, ground transportation (including ridesharing). All receipts are required.

Maximum Allowable Travel Rates

THC will reimburse Subgrantee or other subgrant participant traveling for purposes of the program as verified by THC. Since travel allowances may vary among federal, State, and local organizations, a traveler will be reimbursed the lowest allowed amount. Although Subgrantee is neither an employee of the State of Texas or THC, nor does this Agreement create any such employment relationship, the maximum allowable rates for travel under this Agreement will be in accordance with the Textravel guide distributed by the Texas Comptroller of Public Accounts, available at <https://fm.xcpa.texas.gov/fmx/travel/texttravel/rates/current.php>. These rates are consistent with the federal General Services Administration (GSA) and Internal Revenue Service (IRS) set rates.

ATTACHMENT E

INTERIM PROGRESS REPORT COVER SHEET

Subgrantee is required to submit quarterly Interim Progress Reports for subgrant projects in accordance with Article X of this Agreement.

Please complete all information below and attach extra pages as needed. Submit completed cover sheet and any accompanying documentation to him-eshpf@thc.texas.gov no later than **15 days** after the end of each quarterly reporting period.

-
- 1. Subgrant Agreement Number:**
 - 2. Project Title:**
 - 3. Current Reporting Period End Date:**
 - 4. Briefly describe the progress to date in completing the objectives in the grant contract Scope of Work.**
 - 5. Briefly describe any difficulties or delays you have been made aware of that were encountered in completing the project work during this reporting period.**
 - 6. Attach any draft or completed products, deliverables, or photographs showing all work completed during this reporting period.**
 - 7. Briefly describe any concerns, issues, or items with which you need THC assistance at this time.**

Signature of Authorized Certifying Official

Date

Printed Name

Title

Email Address

Phone Number

ATTACHMENT F

FINAL REPORT COVER SHEET

Subgrantee is required to submit a Final Report for subgrant projects in accordance with Article X of this Agreement.

Please complete all information below and attach extra pages as needed. Submit completed cover sheet and any accompanying documentation to him-eshpf@thc.texas.gov no later than **60 days** following the end of the contract period.

-
- 1. Subgrant Agreement Number:**
 - 2. Project Title:**
 - 3. Current Reporting Period End Date:**
 - 4. Provide a final summary of the work completed under this Agreement. Note any differences between planned and actual objectives as outlined in the Scope of Work, Attachment B of this Agreement.**
 - 5. Attach any final products, deliverables, or photographs showing all work completed during the final reporting period (if they have not already been submitted).**
 - 6. Provide an itemized budget breakdown of final project costs, showing the planned versus actual expenditures in comparison to the approved Estimated Budget in Attachment C of this Agreement.**

Signature of Authorized Certifying Official

Date

Printed Name

Title

Email Address

Phone Number

ATTACHMENT G

DIGITAL PRODUCT SUBMISSION GUIDELINES

The National Park Service's State, Tribal, Local, Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for this grant program. Products submitted digitally may be uploaded and shared with the general public through the Integrated Resource Management Application (IRMA), NPS's digital repository system.

THC will be responsible for submitting products to NPS and through IRMA. Subgrantee is responsible for working with THC's Program Coordinator and reviewers to ensure that all products described in this attachment, relevant to Subgrantee's project(s) under this Agreement, are submitted to THC with the correct filing and naming system, and that these guidelines are followed as closely as possible.

What to Submit

Provide one digital copy of each product, deliverable, or publication applicable to the project(s) covered under this Agreement. These include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
<p>Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)</p> <p>Substantive event materials (including programs, proceedings, handouts, photographs)</p> <p>Professionally produced content (including books, documentaries, oral histories, presentations and PSAs)</p> <p>Interpretive products (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)</p> <p>Online content (including websites, story maps, and other web-based projects)</p>	<p>Digital copies saved on CD/DVD-Rs or flash drives (unless arrangements have been made with your grant administrator)</p> <p>Confidential/restricted reports that cannot be viewed by the general public (including archeological reports, architectural reports on federal buildings or restricted sites)</p> <p>Other documentation not intended for the general public (including survey forms, financial records, correspondence)</p> <p>Ephemeral products unlikely to be of future value to the general public (including flyers, postcards, invitations, meeting minutes)</p>

NOTE: Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer found in Article XIII, Section B.1(b) of this Agreement. Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version

of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers. For additional questions about the required disclaimer, consult with THC's Program Coordinator.

Naming Files for Submission

- Name each file you will be submitting using the following naming convention:
[Grant Program]_[Fiscal Year]_[State]_[Subgrantee]_[FAIN Number]_[Short File Description]
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For "Short File Description," write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.
Ex: Audio files submitted under an FY 2020 grant by Example County -
HIM_20_TX_Example County_P19AP00014_JohnDoeInterview001.mp3
HIM_20_TX_Example County_P19AP00014_JohnDoeInterview002.mp3

Required File Formats and Resolution Standards

- *Reports and publications:* PDF files saved at 300 ppi (pixels per inch) and 100% of the original document size. When possible, convert original documents to PDFs (for example, saving as PDFs from Word or InDesign files). Otherwise, save high resolution scans of printed materials as PDFs.
- *Photos:* JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
 - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** Photo release forms are available on the National Park Service's (NPS) State, Tribal, Local, Plans & Grants (STLPG) Division website (www.nps.gov/stlpg).
 - **Development (construction) grants must submit at least one before and one after photograph of work completed under the grant.** Refer to the [NPS Documenting Historic Places on Film Guidelines](#) for more information on photographing a variety of historic environments and buildings. See part three of [NR Bulletin 23: How To Improve The Quality Of Photographs For National Register Nominations](#).
- *Videos:* MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio:* Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [National Archives' Tables of File Formats](#).

Creating an Index File for Your Submission

- Include this information in the index file for *each product* that is being submitted: - -
- Federal Award Identifier Number (FAIN)

- Subgrant Agreement Number
- Title of Product
- Filename
- Product Creator(s) - Give full names and their roles. Include up to 5 names or organizations.
- Date Completed
- Extent (number of pages, photographs, or length of audio/video files; use when applicable)
- Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:
[Grant Program]_[Fiscal Year]_[State]_[Subgrantee]_[FAIN Number]_Index.docx
Ex: HIM_20_TX_Example County_P19AP00014_Index.docx

Submitting Your Files to THC

- Submit your documents via email to him-eshpf@thc.texas.gov.
- If your files are too large to email, submit them via Dropbox and notify the THC by sending an email to him-eshpf@thc.texas.gov.

Reviewing Submitted Files

- When THC receives the files, we will review your submitted products for compliance with the HPF Grants Manual, the *Secretary of the Interior's Standards for Archeology and Historic Preservation*, and any other relevant requirements.
- If there are issues with the submitted files or grant products, THC will contact you and may ask for corrections and resubmission if necessary.
- THC will submit final files to NPS. NPS will review and approve submitted products for compliance with the HPF Grants Manual, the *Secretary of the Interior's Standards for Archeology and Historic Preservation*, and any other relevant requirements.
- If there are issues with the submitted files or grant products, the Texas SHPO grants manager will contact THC staff accordingly.
- NPS will determine whether the submitted products are suitable for sharing with the general public through Integrated Resource Management Application (IRMA). If so, NPS will upload the files to IRMA to make them publicly available.

(end of Attachment G)

ATTACHMENT H

HIM-ESHPF SUBGRANT SIGNATURE CARD

This attachment designates Subgrantee signatory authority for any and all applicable person(s) with authority to sign grant application packages, funding agreements, contracts, reimbursement request forms, time sheets, correspondence, and any other grant forms or documents that require signature approval. Edit titles as needed, the following are for example only. Electronic signatures are also accepted on subgrant documents and are otherwise considered verified.

Upon execution of this Agreement, Subgrantee staff shall complete and return this attachment via email to him-eshpf@thc.texas.gov. If Subgrantee officials change throughout the period of this Agreement, please send an updated form.

Subgrant Contract Number: TX-02-10026

Title	Typed or Printed Name	Signature
Property Owner, Legal Representative, or Potential Purchaser of the Property		
Manager, Lessee, or Maintainer of the Property		
Primary Grant Project Contact		
Secondary Grant Project Contact		
City Mayor or Elected Official		
County Judge		
Accountant		
City Secretary		
<i>(other) – edit titles and add rows or pages as needed</i>		

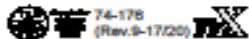
ATTACHMENT I

DIRECT DEPOSIT AUTHORIZATION FORM

Subgrantee is encouraged to receive reimbursements via electronic funds transfer, where possible, to a bank account set up in the Texas Centralized Accounting Payroll and Personnel System (CAPPS). The form on the following page is a Direct Deposit Authorization Form, maintained by the Texas Comptroller's Office.

Upon execution of this Agreement, Subgrantee may complete and return this attachment via email to him-eshpf@thc.texas.gov to be set up for direct deposit. If Subgrantee bank account information changes throughout the period of this Agreement, please send an updated form.

(see next page)
(next page is final page of this Agreement)



STATE OF TEXAS

For Comptroller's Use Only

Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

Transaction Types

SECTION 1	1. Select transaction types:	
	<input type="checkbox"/> New setup (Sections 2, 3, 5 and 6)	<input type="checkbox"/> Change account type (Sections 2, 3, 4, 5 and 6)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Cancellation (Sections 2 and 6 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Change custodial agency _____

Payee Identification

SECTION 2	2. Payee type		3. Identification number		4. Mail code (If not known, leave blank.)	
	<input type="checkbox"/> State employee		<input type="checkbox"/> Social Security number (SSN)*			
	<input type="checkbox"/> Vendor or other recipient		<input type="checkbox"/> Texas Identification Number (TIN)		<input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)	
			<input type="checkbox"/> Employer Identification Number (EIN)			
5. Payee name					6. Phone (Area code and number)	
					() ext.	
7. Mailing address (Street, city, state and ZIP code)						

New Account Information (Setups and Changes) (Completion by financial institution is recommended)

SECTION 3	8. Financial institution name		9. City		10. State	
	11. Routing number (9 digits)		12. Customer account number (maximum 17 characters)		13. Account type	
					<input type="checkbox"/> Checking <input type="checkbox"/> Savings	
	14. Financial representative name (optional)		15. Title (optional)			
16. Financial representative signature (optional)		17. Phone (Area code and number) (optional)		18. Date (optional)		
		() ext.				

Existing Account Information (Changes Only)

SECTION 4	19. Routing number (9 digits)		20. Customer account number (maximum 17 characters)		21. Account type	
					<input type="checkbox"/> Checking <input type="checkbox"/> Savings	

International Payments Verification (required)

SECTION 5	22. Will these payments be forwarded to a financial institution outside the United States?..... <input type="checkbox"/> YES <input type="checkbox"/> NO	
	If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).	

Authorization for Setup, Changes or Cancellation (required)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to electronically deposit my payments from the state of Texas to my financial institution. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error. I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	23. Authorized signature		24. Printed name
	25. Date		

Cancellation by Agency (for state agency use)

SECTION 7	26. Reason		27. Date

State Agency Contact (for state agency use)

SECTION 8	28. Authorized signature		29. Date
	30. Phone (Area code and number)		31. Agency number
	() ext.		
	32. Agency name		
33. Comments			

34. Please return to the paying agency at the following address:

* See Federal Privacy Act Statement on page 2.