

Amendment A. to Agreement Number: **MT-19-011**

STATE OF MONTANA AGREEMENT

This is an amendment to agreement MT-19-011 made between City of Billings, 2825 Third Avenue North, 4th Floor, Billings, MT 59101-1156, DUNS# 068925759 (the "Subgrantee") and the Montana State Historic Preservation Office, Montana Historical Society ("MHS"), 225 North Roberts, PO Box 201202, Helena, Montana 59620-1202 (the "Grantor"). The two parties, in consideration of mutual covenants and stipulations described in the agreement and below, agree to amend the agreement as follows:

The following amendment replaces the original language noted for the Sections 1 and 2 indicated:

1. EFFECTIVE DATE, DURATION, AND RENEWAL

The Agreement shall take effect as of April 1, 2019 and shall terminate **August 1, 2020** unless a new termination date is set or the agreement is terminated pursuant to SECTION IV. Total payments to the "Sub-Grantee" for all purposes under this contract shall not exceed **\$10,500.00**. In the event that the SHPO does not receive full funding from the National Park Service, the total grant award may be reduced, as outlined in the CLG Manual. Payment shall be made on a reimbursement basis by request of Sub-grantee to the SHPO.

2. SERVICES AND/OR SUPPLIES

The Subgrantee shall:

1. Maintain an active Historic Preservation Commission (HPC) that will advocate for preservation, assist the HPO to accomplish preservation goals, and fill vacancies on the HPC promptly.
2. Participate in and carry out the responsibilities for Certified Local Government program status as outlined in "The Montana Certified Local Government Manual."
3. Ensure historic preservation concerns are considered at all levels of local government planning and are incorporated as goals of other local, state, and federal projects.
4. Administer local preservation ordinances.
5. Designate a minimum half-time designated Historic Preservation Officer (HPO) who demonstrably plays an active and consistent role in the conduct of the Subgrantee's historic preservation activities. On behalf of the Subgrantee it is the role of HPO to conduct these activities and/or work with the HPC to:
 - a. Regularly report on HPC activities at local government Commission meetings and be available for comment to these groups and other local government offices;
 - b. Provide technical assistance, direction, and/or literature on historic preservation tax credits, National Register, Federal regulations and Secretary of Interior Standards;
 - c. Evaluate historic properties for potential and feasible reuse and rehabilitation;
 - d. Coordinate, promote and participate in events such as National Historic Preservation Month and/or other preservation related activities;
 - e. Cooperate and communicate with the Grantor and fellow HPO/HPCs in Montana and elsewhere as appropriate; and
 - f. Submit semi-annual progress reports, meeting minutes and financial reports per deadlines outlined in this agreement. In the Final Progress Report, the HPO will identify the benefits the local government has derived as a result of the employment of a HPO, the needs of the local government for future professional preservation efforts, and any additional functions of the HPO carried out which further the understanding and implementation of historic preservation values and objectives in the local government.
6. Send at least one (1) person from the Certified Local Government to a State Historic Preservation

Office (SHPO) - approved training. The attendee shall attend the entire training and report back to their Preservation Commission.

7. Contract with a qualified historian to prepare a National Register of Historic Places nomination for the McKinley School in Billings, Montana, and submit the 90% complete draft of that nomination to MHS by July 15, 2020.

All work completed under this funding agreement must meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation as interpreted by the Grantor. Final products or services that do not fulfill the requirements of this Agreement, and do not comply with the appropriate Secretary of the Interior's Standards, will not be reimbursed, and any advance payments made in connection with such products or services must be repaid to the Grantor.

All other terms and conditions outlined in the Agreement and any modifications thereto remain unchanged. To express the parties' intent to be bound by the terms of this Amendment, they have executed this document on the date set out below:

City of Billings

Date

Denise King, Administrator,
Centralized Services Division
Montana Historical Society

Date