

ORDINANCE NO. O-2023-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AFFIRMING THE FILING FOR, AND AUTHORIZING ACCEPTANCE OF, TEXAS HISTORICAL COMMISSION CERTIFIED LOCAL GOVERNMENT GRANT NO. TX-21-10010, TOTALING \$6,676.00, FOR THE PURPOSE OF FUNDING THE MAYFAIR BUILDING NATIONAL HISTORIC LANDMARK NOMINATION; AUTHORIZING THE CITY'S LOCAL MATCH IN THE AMOUNT OF \$6,676.00; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to promote the public health, safety and welfare; and

WHEREAS, the City Council finds that the recognition and preservation of historic landmarks is in the public interest and serves to promote the welfare of the community; and

WHEREAS, the City of Tyler has been a member of the Texas Historical Commission Certified Local Governments program since 1994; and

WHEREAS, Certified Local Governments are responsible for establishing and supporting a local preservation program; and

WHEREAS, the City of Tyler has been awarded a Certified Local Government CLG grant in the amount of \$6,676.00 to fund the nomination for the Mayfair Building National Historic Landmark; and

WHEREAS, the awarded grant will pay 50 percent of all eligible expenses related to the Mayfair Building National Historic Landmark; and

WHEREAS, it is considered to be in the public interest to obtain and use grant funds for the above public purposes;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the Certified Local Government Grant Number TX-21-10010 offering \$6,676.00 for funding the Mayfair Building National Historic Landmark nomination including all understandings and assurances contained therein, is hereby approved.

PART 2: That the City Manager's filing of the grant application, and all actions taken in connection therewith, are hereby affirmed.

PART 3: That the City Council hereby resolves and affirms to the Texas Historical Commission that the City of Tyler has legal authority to apply for the grant and to finance and carry out the proposed project.

PART 4: That the City Council hereby resolves and affirms to the Texas Historical Commission the City of Tyler's intent to comply with all of the assurances set forth in the grant agreement and all laws, regulations, and circulars incorporated by reference in the grant agreement, hereto attached as Exhibit "A".

PART 5: That the City Manager is hereby authorized and directed to accept the grant for TX-21-10010.

PART 6: That the City's local match in the amount of \$6,676.00 is hereby approved.

PART 7: That the City Manager and City Staff are hereby authorized and directed to take all actions necessary in order to accept and use the grant to fulfill the public purposes described above.

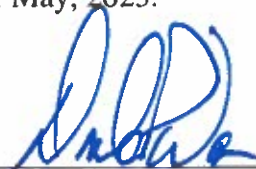
PART 8: That the City Manager and City Staff are hereby authorized and directed to provide such additional information as may be required by the Texas Historical Commission.

PART 9: That the following line item accounts as approved in the budget for fiscal year 2022-2023 shall be amended to read as follows:

Fund	Grant	ACCOUNT NUMBER	BEGINNING BALANCE	REQUESTED CHANGE	ENDING BALANCE
Development Services	CLG Grant	202-0000-3716268	\$0	\$6,676	\$6,676
Development Services	CLG Grant	202-0505-4610576	\$0	\$6,676	\$6,676

PART 10: That this ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED on this the 10th day of May, 2023.

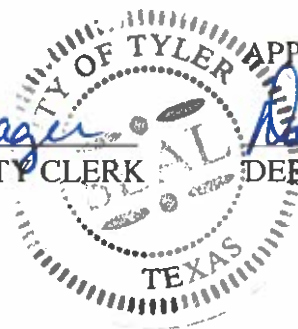

DONALD P. WARREN, MAYOR OF
THE CITY OF TYLER, TEXAS

ATTEST:


CASSANDRA BRAGER, CITY CLERK

APPROVED:

DEBORAH G. PULUM, CITY ATTORNEY



ORDINANCE NO. O-2023-38
EXHIBIT "A"

FISCAL YEAR 2021 CERTIFIED LOCAL GOVERNMENT (CLG)
GRANT CONTRACT
TX-21-10010

Catalog of Federal Domestic Assistance Number - CFDA# 15.904

I. Parties

The parties of this contract ("Contract") are the Texas Historical Commission, an agency of the State of Texas, hereinafter referred to as Commission; and the City of Tyler hereinafter referred to as Grantee.

II. Purpose

This Contract is entered into pursuant to a grant made to the Commission for fiscal year *2021* by the U.S. Department of the Interior, National Park Service, under the provisions of the National Historic Preservation Act of 1966 and as amended, P.L. 89-665 (54 U.S.C. 300101 et seq.) and pursuant to the terms and conditions of the Historic Preservation Fund (HPF) Grants Manual, 2007. This grant is made for the purpose of funding a project or projects to be undertaken by Grantee as a participant in the Certified Local Government program.

III. Services to be Provided

The following services are to be provided within the Contract period on a schedule to be agreed upon by the parties to this Contract. However, the services designated with specific deadlines must comply with those deadlines.

Products developed under this Contract must conform to the requirements as stipulated in the **Expected Products of a National Register Nomination Project** (Attachment B). Grantee will complete a National Register Nomination for the Mayfair Building in Tyler.

Project personnel employed by the Grantee shall meet the **Standards for Professional Qualifications** as outlined in **36 CFR 61** (Attachment C), as appropriate to the scope of the project, and be employed by competitive procurement. All subcontracted services and products must be procured according to Federal procurement standards set forth in Chapter 17 of the Historic Preservation Fund (HPF) Grants Manual, 2 CFR Part 200.317-200.326, 43 CFR 12.940-12.948, and 43 CFR 12.76 (See Attachment N). Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, and/or national origin. Therefore, the Grantee must sign the **U.S. Department of the Interior Civil Rights Assurance** (Attachment D) and return the signed form to the Commission with this Contract. Similarly, all consultants, subcontractors, and subrecipients retained by the Grantee must sign the **Assurances for Consultants, Subrecipients or Subcontractors** (Attachment D.1). In all cases the person(s) employed by the Grantee to complete the work specified in this Contract must meet with the approval of the Commission. The professional staff hired must also contact the Commission's Certified Local Government staff prior to commencing work.

IV. Amount of the Contract

The total amount of this Contract shall not exceed **\$6,676**. The Commission shall reimburse the Grantee exclusively from U.S. Department of the Interior grant-in-aid funds for historic preservation (Certified Local Government), and this Contract is subject to the availability of those funds.

V. Period

This Contract shall commence on the date it is executed by both parties and shall terminate on **December 31, 2023**. It is further agreed that all work associated with this project shall be completed by **September 30, 2023**.

and all materials stipulated in Attachments A and B and all reimbursement requests shall be submitted to the Commission by **October 31, 2023**.

An extension for completing products stipulated in Attachment B may be granted by the Commission upon review and approval of a written extension request by the Grantee, provided that a draft of the grant product(s) has been previously reviewed and approved. The final product(s) must be received by the Commission no later than **December 31, 2023**. All expenses incurred by the Grantee associated with work completed after **September 30, 2023** shall be considered ineligible for reimbursement under this grant contract.

Contract amendments may be submitted in writing using the **Certified Local Government (CLG) Contract Amendment Form (Attachment E)** at any time between the date this contract is executed and **August 31, 2023** at the option of the Commission.

VI. Independent Contractor Status; Indemnity and Hold Harmless Agreement

The Grantee is a Texas Municipal Corporation. It is not an agency of the State of Texas. It is expressly understood and agreed that the Grantee and Grantee's subcontractors, if any, are independent contractors and not employees of the Texas Historical Commission. The Grantee or any subcontractor shall not be considered the agent, the servant, or the employee of the Commission for any purpose whatsoever.

If the Grantee is authorized by this Contract to use grant funds for contractual purposes, all persons furnished, used, retained, or hired by or on behalf of the Grantee or any of the Grantee's subcontractors shall be considered to be solely the employees or agents of the Grantee or Grantee's contractors. The Grantee or Grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services rendered, or products, materials, or items provided under all subcontracts are rendered in compliance with this Contract.

To the extent allowed by law, the Grantee or subcontractors are responsible for any and all claims whatsoever due to actions or performance under this grant, including, but not limited to, the use of automobiles or other transportation taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, the Grantee agrees to **DEFEND, indemnify and hold harmless the STATE OF TEXAS AND THE Commission, and/or THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES** from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, **ARISING OUT OF, OR RESULTING FROM ANY ACTS, performance, OR OMISSIONS** of the Grantee or ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED. under this Contract, including, but not limited to, negligent act or omission, intentional tort, intellectual property infringement, or the failure to pay a subcontractors. **THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND THE COMMISSION AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

VII. Documentation and Payment

The Grantee may submit to the Commission, for its approval, a properly completed invoice for services rendered in compliance with all requirements of the Contract as specified in the **Reimbursement Request Procedures (Attachment F)**. The Grantee will provide invoices to the Commission as costs are incurred and work is completed, but not more frequently than monthly.

It is further agreed that the Grantee will provide written quarterly updates on the Grant Product Quarterly Report Form, as it currently exists and is currently available at <http://www.thc.texas.gov/clg-grant-quarterly-report-form>, on the progress of the grant product. Each update will outline the tasks completed and expenses incurred on the project, and provide a timeline and status of the overall project. The Grant Product Quarterly Report will be due on **August 31, 2023**. The Grantee 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 quarterly reports as required on a timely basis may constitute breach of this grant Contract and result in forfeiture of the grant.**

Reimbursement to the Grantee shall be on a matching basis as outlined in the **Estimated Project Budget (Attachment M)**, subject to receipt of funds from the National Park Service and successful completion of all project work activities. The Commission agrees to pay the Grantee up to \$6,676 in federal funds. The Grantee agrees to contribute matching share, either donated services or cash match, for a minimum total of \$6,676 or 50% of eligible costs, whichever is less.

Such payments shall be made as requested for services actually rendered, or if mutually agreed, in one lump sum upon completion and approval of all the requirements set forth in this Contract. It is further agreed that a sum not to exceed 25% of the total grant award will be retained by the Commission until the following have occurred: (a) Commission review of the draft project material, products and deliverables and the Commission's comments are incorporated therein; (b) receipt of two (2) final reports; and (c) receipt of properly documented reimbursement materials.

Subject to the limitations of the Contract, the Commission's payments will be made in accordance with the Texas Prompt Payment Act.

The Commission shall only reimburse costs incurred and paid by the Grantee during the term of this grant. The Commission shall only reimburse the Grantee for employee costs that are directly related to performing the responsibilities of this grant.

VIII. Generally Accepted Accounting Principles or Other Recognized Accounting Principles

The Grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the Grantee.

IX. Refunds and Deductions

If the Commission determines that the Grantee has been overpaid grant funds under this Contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall refund that amount of the Commission reimbursement identified by the Commission as an overpayment. The Commission may offset and deduct the amount of the overpayment from any amount owed to the Grantee, as a reimbursement, but not yet paid by the Commission to the Grantee. The Commission may choose to require a payment directly from the Grantee rather than offset and deduct a specified amount. The

Grantee shall refund any overpayment to the Commission within thirty (30) calendar days of the receipt of the notice of the overpayment from the Commission unless an alternate payment plan is specified by the Commission.

X. Required Reports; Cooperation; Notification of Changes in Organization

The Grantee shall forward to the Commission the applicable reports on forms as specified by the Commission or as required under Attachment B. The Grantee shall ensure that it files each document or form required by the Commission in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that the Grantee is required to forward to the Commission shall be promptly forwarded. From time to time, the Commission may require additional information from the Grantee.

The Grantee shall cooperate fully with the Commission. In addition to the information contained in the required reports, other information may be required as requested by the Commission.

The Grantee shall submit, within ten (10) business days, notice to the Commission of any change of the following: Grantee's name; contact information; key personnel, officer, director, or partner; organizational structure; legal standing; or authority to do business in Texas. The Grantee shall promptly notify the Commission, preferably in advance, of a change in address or main telephone number of the Grantee. A change in the Grantee's name requires an amendment to the grant.

XI. Standards for Financial and Programmatic Management

The Grantee and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization. The Grantee and its governing body shall also implement policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the Commission; compliance with Commission rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the Commission's monitoring processes. Ignorance of any grant provisions or other requirements referenced in this Contract or the HPF Grants Manual shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

The Grantee shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; timely and appropriate audits and resolution of any findings; and applicable annual financial statements.

XII. Corrective Action Plan

If the Commission finds deficiencies in Grantee's performance under this grant, the Commission, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the grant amount; and/or terminate this grant. The foregoing are not exclusive remedies, and the Commission may impose other requirements that the Commission determines will be in the best interest of the State.

XIII. Ownership of Products and Deliverables of this Contract

All material, concepts, and products including but not limited to all software, software tools, reports, plans, ordinances, standards, guidelines, indexes, surveys, tables, photographs, nominations, maps, forms, user-inputted data, records created or maintained in any database repository, or other products ("Deliverables") that are produced, developed or conceived by the Grantee during or arising out of the Contract are, or shall become, the property of the Commission, and all rights, title and interest, including all intellectual property rights to these products and Deliverables shall vest in , and shall be deemed to be works made for hire upon creation and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such product or Deliverable may not, by operation of law, vest in the Commission, or such work may not be considered a work made for hire, all rights, title and interest therein, including all intellectual property rights, are hereby irrevocably assigned to the Commission, without further action or consideration. Upon termination or expiration of this Contract, all products and Deliverables including all documents, data (including databases), information, software, procedures, and everything created or gathered pursuant to this Contract shall be provided to the Commission upon request.

The Commission hereby grants, and Grantee accepts a non-exclusive, non-transferable, non-assignable, fully-paid, royalty-free, perpetual, worldwide, revocable right and license, to use, reproduce, copy, modify, distribute, publicly-perform, publicly-display, and create derivative works of the products and Deliverables for the purpose of performing under this Contract. Notwithstanding the foregoing, the Grantee shall have an unrestricted right to use any or all products so produced, developed, or conceived and any component of such intellectual property made the subject of this Contract, at no additional cost in any manner the Commission deems appropriate at its sole discretion.

The parties hereby acknowledge and agree that National Park Service ("NPS") is granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use: (1) the copyright in any work, products, or Deliverable developed under this Contract; and (2) any rights of copyright to which Grantee purchases ownership during the performance of this Agreement or with funds received under this Agreement.

Pursuant to the stipulations in Attachment B, all final products and completion reports, if applicable (Attachment H) are to be supplied to the Commission before final reimbursement is made. All materials published, printed, or used for public distribution funded in whole or in part by this grant shall note the following on the materials:

This project was funded in part through a Certified Local Government Grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.

XIV. Termination

Termination for Convenience. Either party may, at its sole discretion, terminate this Contract without recourse, liability, or penalty, upon a seven (7) calendar day notice to the other party. In the event that notice of termination is given, all work by the Grantee shall cease and no amount shall be paid by the Commission for work performed following the receipt of notice of termination by the Grantee. The Grantee shall be paid for all work performed prior to the notice of termination, and accepted by the Commission, in accordance with the terms of the Contract. Final invoices shall be submitted to the Commission no later than 30 days following the date of termination of this Contract.

Termination for Cause. In the event that the Grantee fails to perform or comply with an obligation of the terms, conditions, and provisions of this Contract of the HPF Grants Manual, the Commission may, upon written notice of the breach to the Grantee, immediately terminate this Contract.

Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Contract.

XV. Applicable Laws

This Contract shall be governed by and construed in accordance with the laws of the State of Texas and the rules and policies of the Commission. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. All projects funded under the Certified Local Government grant program must meet the Secretary of the Interior's Standards. The Standards can be accessed at the National Park Service web site: <https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf>.

XVI. Audit and Records Retention

The Grantee represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. The Grantee must maintain and retain all records relating to the performance of the grant including, but not limited to, administrative, financial, procurement, reporting, and any other grant-related records and supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by the Grantee for a period of seven (7) years following the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. This period begins on the date of receipt of the final reimbursement by the Grantee, or if applicable, after any issues have been resolved that may have arisen from any litigation, claim, negotiation, audit, open records request, or any other action involving these records.

The Commission reserves the right to direct the Grantee to retain documents for a longer period of time or transfer certain records to Commission custody when it is determined the records possess longer term retention value. The Grantee must include the substance of this clause in all subawards and subcontracts.

The Grantee will provide full access to these records to the Commission as well as any authorized Federal, state, or independent auditors, to examine their contents and procedures to verify compliance with Federal and state regulations.

United States Code of Federal Regulations 2 CFR 200, Subpart F, requires that all non-Federal entities that expend \$750,000 or more in federal awards from all sources during any fiscal year must undergo a Single Audit or program-specific audit for that year. This grant award is to be reported under Catalog of Federal Domestic Assistance (CFDA) #15.904, Historic Preservation Fund Grants, if applicable. Single Audits must be submitted electronically by the Grantee to the Federal Audit Clearinghouse along with a data collection form (Form SF-

SAC) within 30 days after receipt of the auditor's report, or nine months after the end of the audit period, whichever is earlier. If you have questions regarding the submission or processing of your Single Audit package, contact the Federal Audit Clearinghouse at (800) 253-0696 or by email at gov.facs@census.gov.

The Grantee is responsible for covering the cost of any audits conducted.

In addition to the terms of this Contract, all federal laws and regulations governing grants are applicable, including the entirety of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This CFR is effective for audit years beginning after December 26, 2014, and replaces all administrative requirements, cost principles, and audit requirements for grants to state and local governments under OMB Circulars A-50, A-87, A-102, and A-133.

XVII. Contract Not Entitlement or Right

Reimbursement with Contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions, and provisions of this Contract and the HPF Grants Manual. Parties agree that any act, action or representation by either party, their agents or employees that purports to increase the amount of the contract is void, unless a written amendment is first executed. The Grantee agrees that nothing in this Contract will be interpreted to create an obligation or liability of the Commission in excess of the funds delineated in this Contract.

XVIII. Funding Limitation

Grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of the Commission in excess of the funds delineated in this grant. The Grantee agrees that funding for this Contract is subject to the actual receipt by the Commission of grant funds (state and/or federal) appropriated to the Commission. The Grantee agrees that the grant funds, if any, received from the Commission are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Commission for the purpose of this Contract. **The Grantee agrees that notwithstanding any other provision of this Contract, if the Commission is not appropriated the funds or if the Commission does not receive the appropriated funds for the purpose of this grant program, or if the funds appropriated to the Commission for this grant program are required by the state or federal government to be reallocated, the Commission is not liable to pay the Grantee any remaining balance on this Contract.**

XIX. State Auditor

In addition to and without limitation on the other audit provisions of this Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of the Grantee or any other entity or person receiving funds from the State directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by the Grantee or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor's Office, 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, the Grantee or any other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. The Grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Grantee, and the requirement to cooperate, is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Grantee related to this Contract.

XX. Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities

The Grantee agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of the Grantee under this Contract.

XXI. Standard Federal and State Grant Certifications

Compliance With Law, Rules, and Requirements. The Grantee 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, including but not limited to the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter 783, as amended. The Grantee also agrees to comply with the HPF Grants Manual, 2007 and as updated, the Texas Grant Management Standards (TxGMS), as promulgated by the Texas Comptroller's Office. In addition, the Grantee represents and warrants that it will comply with all requirements imposed by the Commission concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to the Grantee, the more restrictive requirement applies.

Contract Oversight. Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Cybersecurity Training Programs. Grantee 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. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Commission pursuant to and in accordance with Section 2054.5192 of the Government Code.

Debarment and Suspension. Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies. Grantee agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disclosure of Violations of Federal Criminal Law. Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. Grantee 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.

Dispute Resolution. 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.

Excluded Parties. Grantee 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.

Executive Head of a State Agency Affirmation. Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of the Commission, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of the Commission, then Grantee shall provide the following information to the Commission: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with the Commission, and the date of employment with the Commission.

Law Enforcement Agency Grant Restriction. If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority. Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the application for this grant, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Contract and to provide such additional information as may be required.

Limitations on Grants to Units of Local Government. Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- Sections 2113.012 and 2113.101 of the Texas Government Code.

Lobbying Expenditure Restriction. Grantee represents and warrants that the Commission's payments to Grantee and Grantee's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

Open Meetings. If the Grantee is a governmental entity, the Grantee 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.

Political Polling Prohibition. The Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

Public Camping Ban. The Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If the Grantee is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, the Grantee must immediately disclose the lawsuit and its current posture to the Commission.

Reporting Suspected Fraud and Unlawful Conduct. The Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

Subaward Monitoring. The Grantee represents and warrant that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is 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.

XXII. Conflicts of Interest; Disclosure of Conflicts

The Grantee has not given or offered to give, nor does the Grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the Commission, at any time during the negotiation of this Contract or in connection with this Contract, except as allowed under relevant state or federal law. The Grantee represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112. The Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, the Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Contract. If circumstances change during the course of the Contract, including discovery of any existing or potential conflicts of interest relative to the Grantee's performance under this Contract, the Grantee must disclose and shall promptly notify the Commission, in writing, within fifteen (15) calendar days of discovery of the change or conflict.

XXIII. No Waiver of Sovereign Immunity

The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by the Commission or the State of Texas of any immunities from suit or from liability that the Commission or the State of Texas may have by operation of law.

XXIV. Confidentiality and Public Information Act

Notwithstanding any provisions of this grant to the contrary, the Grantee understands that the Commission will comply with the Texas Public Information Act, (Texas Government Code, Chapter 552) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible the public at no additional charge to the State. The Commission agrees to notify the Grantee in writing within a reasonable time from receipt of a request for information related to the Grantee's work under this grant. The Grantee will cooperate with the Commission in the production of documents responsive to the request.

The Grantee shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the Commission's access to such records and other information.

XXV. Compliance with Regulatory and Licensing Bodies

The Grantee agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this grant, and is currently in good standing with all regulatory agencies that regulate any

or all aspects of the Grantee's business or operations. The Grantee agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and related federal governmental bodies related to the Grantee's right to conduct business in Texas. The Grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

XXVI. Amendment

This grant shall not be modified or amended except in writing, signed by both parties, using the **Certified Local Government (CLG) Contract Amendment Form (Attachment E)**. Any properly executed amendment of this grant shall be binding upon the parties and presumed to be supported by adequate consideration.

XXVII. Entire Agreement, Including all Exhibits

This grant, including all exhibits, reflect the entire agreement between the parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the parties related to such subject matter. By executing this Contract, the Grantee agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

XXVIII. Dispute Resolution

The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by the parties to resolve any dispute arising under this Contract.

XXIX. Notices

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:
City of Tyler
423 West Ferguson
Tyler, TX 75702

ATTACHMENTS

The following documents are included in and shall be a part of this Contract for all purposes:

- Attachment A: Project Notification
- Attachment B: Expected Products of National Register Projects
- Attachment C: 36 CFR 61, Professional Qualifications Standards
- Attachment D: DI Form 1350, Civil Rights Assurance
- Attachment D.1: Assurances for Consultants, Subrecipients or Subcontractors
- Attachment E: Certified Local Government (CLG) Contract Amendment Form
- Attachment F: Reimbursement Request Procedures
- Attachment G: Grant of Easement
- Attachment H: Completion Report
- Attachment I: Equal Opportunity Clause
- Attachment I.1: Equal Opportunity Clause for Construction Projects
- Attachment J: Standard Federal Equal Employment Opportunity Construction Contract Specification
- Attachment K: Certification of Non-Segregated Facilities
- Attachment L: Construction Specification Terms
- Attachment M: Estimated Project Budget
- Attachment N: Subcontracts

This Contract is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by both parties to the contract. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid. In some cases, adjustment of the contractual requirements may be necessary pursuant to recommendations by the Certified Local Government Program, Texas Historical Commission, with the approval of the U.S. Department of the Interior.

The following parties accept the terms of this Contract. Persons signing are expressly authorized to obligate the parties to the terms of this Contract.

TEXAS HISTORICAL COMMISSION:

DocuSigned by:
Mark Wolfe
Signature

Mark Wolfe, Executive Director
Typed Name & Title

5/11/2023
Date

GRANTEE:

DocuSigned by:
E Broussard
Signature

Ed Broussard City Manager
Typed Name & Title

5/16/2023
Date

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name & Title of Delegated Third Party

Date