

RESOLUTION NO. R-2014-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING ACCEPTANCE OF TEXAS HISTORICAL COMMISSION CERTIFIED LOCAL GOVERNMENT GRANT NO. TX-14-025, TOTALING \$4,000.00, FOR THE PURPOSE OF FUNDING A REGIONAL HISTORIC PRESERVATION EDUCATION EVENT; AUTHORIZING THE CITY'S LOCAL MATCH IN THE AMOUNT OF \$4,000; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

PART 1: That the Certified Local Government Grant Number TX-14-025 offering \$4,000.00 for funding a downtown historic resources survey 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-14-025.

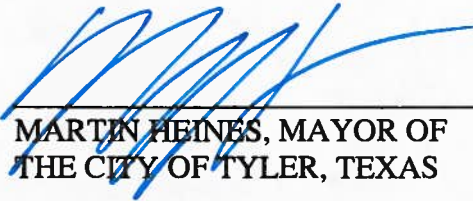
PART 6: That the City's local match in the amount of \$4,000 is hereby approved.

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 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 this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on this the 11th day of June, 2014.

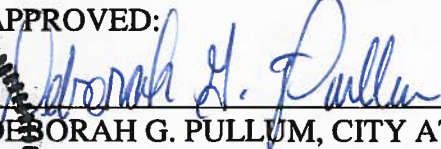


MARTIN HEINES, MAYOR OF
THE CITY OF TYLER, TEXAS

ATTEST:



CASSANDRA BRAGER, CITY CLERK

APPROVED: 

DEBORAH G. PULLUM, CITY ATTORNEY



EXHIBIT "A" to R-2014-16
TEXAS HISTORICAL COMMISSION

**FISCAL YEAR 2014 CERTIFIED LOCAL GOVERNMENT (CLG)
GRANT CONTRACT
TX-14-025**

I. PARTIES

The parties of this 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 2014 by the U.S. Department of the Interior, National Park Service, under the provisions of the National Historic Preservation Act of 1966, P.L. 89-665 (16 U.S.C. Sec. 470 f). 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 agreement must conform to the requirements of the Commission and the Project Proposal, as stipulated in the **Expected Products of Education and Outreach Projects (Attachment B)**. Grantee will conduct a two-day workshop and preservation education event, to include City officials, community volunteers, interested citizens and other CLG communities, as described in the grant application.

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. 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 **DI Form 1350 U.S. Department of the Interior Civil Rights Assurance (Attachment D)** and return the signed form to the Commission with this contract. 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 **\$4,000**. 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 **May 15, 2014** and shall terminate on **December 31, 2015**. It is further agreed that all work associated with this project shall be completed by **September 30, 2015** and all materials stipulated in Attachments A and B and all reimbursement requests shall be submitted to the Commission by **October 31, 2015**.

An extension for completing materials 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 must be received by the Commission no later than **December 31, 2015**. All expenses incurred by the Grantee associated with work completed after **September 30, 2015** shall be considered ineligible for reimbursement under this grant contract.

Contract amendments may be submitted in writing using the **Contract Amendment Form (Attachment E)** at any time between **May 15, 2014** and **August 31, 2015** at the option of the Commission.

VI. INDEPENDENT CONTRACTOR

The Grantee is a Texas Municipal Corporation. It is not an agency of the State of Texas. It is expressly understood and agreed that any subcontractor is an independent contractor and not an employee 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.

VII. DOCUMENTATION AND PAYMENT

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 and Required Records (Attachment F)**. 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 provided by the Commission 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 30, 2014, December 31, 2014, April 30, 2015, and August 30, 2015**. 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 Project Notification's Budget section, if applicable, 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 **\$4,000.00** in federal funds. The Grantee agrees to contribute matching share, either donated services or cash match, for a minimum total of **\$4,000.00** 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 agreement. 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 materials and comments incorporated into the project; (b) receipt of two (2) detailed and documented final completion 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.

VIII. OWNERSHIP OF PRODUCTS OF THIS CONTRACT

All material, concepts and products produced, developed or conceived by the Grantee during or arising out of the contract shall remain the property of the Commission. The Grantee shall have an unrestricted right to use any or all materials so produced, developed, or conceived at no additional cost. Pursuant to the stipulations in Attachment B a minimum of two (2) copies of 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.

IX. TERMINATION

Either party to this contract may terminate by giving seven days written notice to the other party. In the event notice of termination is given, all work by Grantee shall cease and no amount shall be paid by the Commission for work performed following receipt of notice of termination by Grantee. Grantee shall be paid for all work performed prior to the notice of termination in accordance with the terms of the contract. Final invoices shall be submitted to the Commission not later than 30 days following the date of termination of this contract.

X. 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. All projects funded under the Certified Local Government program must meet the Secretary of the Interior's Standards. The Standards can be accessed at the National Park Service web site: www.nps.gov/history/local-law/arch_stnds_0.htm.

XI. AUDIT

The Commission may audit the Grantee's records to verify the costs or expenses incurred in the performance of this contract or may, at its option, require an audit of the Grantee's records by an independent accounting firm, at the Grantee's expense, or by Federal auditors to verify costs or expenses incurred in the performance of the contract. The Grantee shall keep accurate financial records available for audit for three years from the project end date. In addition to the terms detailed in this Agreement, all federal requirements governing grants (Office of Management and Budget Circulars A-87 or A-122, A-102 or A-110, A-133, and A-128) are applicable.

XII. 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
- Attachment C: 36 CFR 61, Standards for Professional Qualifications
- Attachment D: DI Form 1350, Civil Rights Assurance
- Attachment D.1: Assurances for Consultants or Subcontractors
- Attachment E: Fiscal Year 2013 Certified Local Government (CLG) Contract Amendment
- Attachment F: Reimbursement Request Procedures & Required Records
- Attachment G: Grant of Easement
- Attachment H: Completion Report
- Attachment I: Equal Opportunity Clause
- Attachment J: Standard Federal Equal Employment Opportunity Construction Contract Specification
- Attachment K: Certification of Non-Segregated Facilities
- Attachment L: Construction Specification Terms

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 parties to the contract accept the terms of this contract. Persons signing are expressly authorized to obligate the parties to the terms of this contract.

TEXAS HISTORICAL COMMISSION:

GRANTEE:

Mark Wolfe
Signature

Signature

Mark Wolfe, Executive Director
Typed Name & Title

Typed Name & Title of Chief Elected Official

Date

Date

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name & Title of Delegated Third Party

Date

APPROVED AS TO FORM BY:

Joe H. Thrash
Signature

Joe H. Thrash, Assistant Attorney General
Typed Name & Title

4/25/14
Date

Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276
512.463.6100
fax 512.475.4872
thc@thc.state.tx.us



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ATTACHMENT B

EXPECTED PRODUCTS OF AN EDUCATIONAL PROJECT

Diverse preservation activities may result in publications in order to reach a wide audience. Activities in this category include preparation and publication of preservation plans, historic structures reports or feasibility studies; development of walking or driving tours of historic areas; production of brochures, pamphlets or videotapes promoting local history and properties; establishment of local marker programs; or preparation of design guidelines. Educational activities such as preservation workshops, conferences, or training for staff and review board members are also eligible for funding. Projects must conform to the following guidelines:

- **Local historic and/or archeological resources** must be adequately represented. The full diversity of resources should address geographic and temporal ranges. All textual matter should reflect the broad patterns of local history.
- **Design review projects** must include charts or outlines of the review process. Graphics illustrating design expectations should be included. Standard architectural terminology should be employed, with a glossary of terms or list of definitions included.
- **Graphics** must clearly represent resources from the local community. Where applicable, the text and graphics must accurately reflect the *U.S. Secretary of the Interior's Standards for Rehabilitation*.
- **References** should indicate avenues of further research or resources for assistance.
- **Planning documents** must establish a set of goals and objectives with target dates for completion. Ideally, responsibility for specific tasks should be assigned to specific personnel.
- **Maps** and clear identification of resource locations should be provided.
- **Adequate recognition** must be provided in all publications. Photographs and drawings should be credited to the artist or lender. The local government's involvement must be adequately acknowledged. Recognition, as detailed below, must be afforded the CLG program, the Texas Historical Commission, and the National Park Service of the U.S. Department of the Interior. Language acknowledging nondiscrimination practices, as detailed below, must be included. Publications addressing several potential audiences must adequately reflect the community's preservation program.

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, DC 20013-7127.

TEXAS HISTORICAL COMMISSION

ATTACHMENT C

STANDARDS FOR PROFESSIONAL QUALIFICATIONS

To insure that appropriate historical, architectural, archeological and cultural properties are identified for public benefit through grant-in-aid assistance, the following minimal professional standards for historical, architectural and archeological documentation have been established by the Preservation Assistance Division of the National Park Service. Persons supervising grant projects must be professionally qualified in accordance with 36 CFR 61 as follows:

Appendix A to Part 61

— Professional Qualifications Standards

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

- (a) **History.** The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:
- (1) At least two years of full-time experience in research, writing, teaching, interpretation or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
 - (2) Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.
- (b) **Archeology.** The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:
- (1) At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management;
 - (2) At least four months of supervised field and analytic experience in general North American archeology; and
 - (3) Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

- (c) **Architectural history.** The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with course work in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field plus one of the following:

(1) At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or

(2) Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

(d) Architecture. The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a State license to practice architecture.

(e) Historic Architecture. The minimum professional qualifications in historic architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:

(1) At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or

(2) At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specification for preservation projects.

TEXAS HISTORICAL COMMISSION

ATTACHMENT D

U.S. DEPARTMENT OF THE INTERIOR CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. **THE APPLICANT HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub-recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT/ORGANIZATION	DATE SUBMITTED
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OF OFFICE EXTENDING ASSISTANCE

TEXAS HISTORICAL COMMISSION

ATTACHMENT D.1

ASSURANCES FOR CONSULTANTS OR SUBCONTRACTORS

The consultant or subcontractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant or subcontractor receives financial assistance from Department of the Interior, National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

This Assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property discounts, or other federal financial assistance extended after the date hereof to the consultant or subcontractor, including installment payments after such date on account of arrangements for federal financial assistance which were approved before such date. The consultant or subcontractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the consultant or subcontractor, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the consultant or subcontractor.

DI 1350 Addendum. Also agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant or subcontractor receives financial assistance from the National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

18 USC 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will 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, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment. (June 25, 1948, ch. 645, 62 Stat. 792.)

DI 1954. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Lower Tier Cover Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.5.10, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C streets, N.W., Washington, D.C. 20240.

- (1) The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant/Subcontractor

Date

TEXAS HISTORICAL COMMISSION

ATTACHMENT E

**FISCAL YEAR 2014 CERTIFIED LOCAL GOVERNMENT (CLG)
CONTRACT AMENDMENT**

Amendment to CLG Grant Number:

Title:

1. Subgrantee:

Contact:

Address:

Phone:

2. Amendment Type (Please select one below)

Matching Share – must include revised Budget Summary

Budget – must include revised Budget Summary

Scope – must include revised Project Description

30 Day No Cost Extension* – must include explanation

*** 30 Day No Cost Extension does not extend September 30 deadline for expending CLG funds. Regardless of extension all CLG funds must be expended by September 30 and reimbursements submitted to the THC no later than October 31.**

Note: Contract Amendment will not be effective until approved in writing by the Texas Historical Commission. The change must be noted in the future quarterly report.

SUBMITTED BY:

Signature of Grantee

Signature Date

Signature of Third Party Designee

Signature Date

APPROVED BY:

Signature of State Historic Preservation Officer

Approval Date

TEXAS HISTORICAL COMMISSION

ATTACHMENT F

REIMBURSEMENT REQUEST PROCEDURES AND REQUIRED RECORDS

The required reimbursement procedures and format are found in this chapter. Requests must be received by THC no later than October 31, 2015, and may be submitted electronically as a pdf file or hard copy by US mail, or local land-carrier service. Each request must be separated accordingly per grant number. Requests for payment shall be accompanied by complete documentation, including receipts for all expenses and all products identified in the approved application. Non-federal or match share should be documented in the same method as federal expenditures. Acceptable documentation must show:

1. invoices in the name of the CLG;
2. invoice dates within the project/contract period;
3. purchase price compatible with the estimated budget costs;
4. purchase(s) relevant to the scope of the project/contract;
5. copies of properly endorsed cancelled checks (both front and back);
6. evidence that invoices were properly approved for payment including evidence that discounts and other credits were deducted and evidence that merchandise/services were received;
7. copies of daily time records including supervisor's verification of time worked, and evidence of employees' rates of pay including justification for rates paid;
8. evidence that work was accomplished in accordance with the terms of the grant agreement and evidence that the method for selecting professional services was accomplished in accordance with federal procurement requirements.

Grant participants should maintain any other documentation that might be useful to an auditor in verifying the propriety of the procedures used and compliance with federal and state regulations.

CLG's must retain financial records, supporting documents, statistical records, and all other records pertinent to a grant for a period of three years or until an acceptable audit has been performed and resolved. The three-year retention period begins from the date of the submission of the final expenditure report. The grant participant will provide access to, and the right to examine, all records, books, papers or documents related to the grant to authorized representatives of the Texas Historical Commission. Only items listed in the approved Budget and Application will be approved for payment.

Under the "Single Audit Act of 1984," a single, comprehensive, organization-wide audit of local governments receiving any federal funds will be conducted. Governments that receive \$100,000 or more in federal funds from all sources during their fiscal year will be required to have a single audit. Governments receiving between \$25,000 and \$100,000 federal assistance have the option of having a single audit or complying with any applicable audit requirements of the individual grants they have received. Governments receiving less than \$25,000 are exempt from the act. The CLG is responsible for covering the cost of the audit.

TEXAS HISTORICAL COMMISSION

1. Time Sheets

Each employee or volunteer engaged in activities to be claimed against the grant must submit a time sheet signed by the employee/volunteer and the supervisor. Such records must show the actual hours worked, date worked and the specific duties performed. The records should also indicate the basis for determining the rate of the volunteer's contributions. Employees can claim their regular hourly wage. Time sheets must certify no other federal funds were used to pay salaries and that their salaries were not used as match for other federal grants.

Volunteers must claim a reasonable wage rate. Professionals may claim their standard professional wage if volunteering professional services. In any case, hourly wages may not exceed the maximum rate of \$74.92/hour. A sample volunteer time sheet is attached under miscellaneous forms attached.

2. Travel

The miscellaneous forms include a travel record. This identifies traveler, dates of travel, mileage, lodging, costs of meals and other miscellaneous travel expenses. Receipts for all expenses are required. See attached allowable travel rates for limits.

3. Miscellaneous Expenses

Proper documentation for miscellaneous expenses includes that information identified in the beginning of this attachment. Following this attachment are additional sample records for miscellaneous volunteer costs.

Subcontracts

All services and products must be procured according to federal procurement standards set forth in OMB Circulars A-87 and A-112. If the government is not doing the actual work, it must execute a contract with the subgrantee - i.e., professional consultant, local historical society, individuals, etc.

All subcontracts must include the Assurances for Consultants and Subcontractors, attached. A very simple letter of agreement to be used as a guide is found in Attachment C. Since each local government may have different requirements, the appropriate local official should review this letter.

A copy of the contract between the CLG and a subgrantee must be sent to the SHPO for audit purposes.

5. Payment Schedule

Reimbursement payments to the CLG will be made according to the schedule outlined in the contract:

- (a.) after an acceptable billing and final product have been approved by the SHPO; and
- (b.) when federal funds become available to the State.

6. If there is more than one activity identified under the grant, each expense must be attributed to a specific activity to evaluate actual costs versus proposed costs. For example, if a grant funded both National Register nominations and survey, the billing must show each expense allocated to either nominations or survey.

7. For your guidance, the following is the checklist used by the SHPO to evaluate a CLG's billing:

- _____ (a.) Signed invoice from the local government to the SHPO with federal tax identification number.

TEXAS HISTORICAL COMMISSION

- _____ (b.) Copies of vendors' invoices showing evidence that:

 - i. invoices are in the name of the CLG.
 - ii. invoice dates are within the project period.
 - iii. purchase price is compatible with the estimated budget cost.
 - iv. purchases are relevant to the project's scope.

- _____ (c.) Copies of receipts or properly endorsed cancelled checks (front and back).

- _____ (d.) Evidence of approved extensions and amendments to CLG subcontracts.

- _____ (e.) Evidence that invoices were properly approved for payment including:

 - i. evidence that discounts and other credits were deducted.
 - ii. evidence that merchandise/services were received.

- _____ (f.) Copies of daily time records (including supervisor's verification).

- _____ (g.) Evidence of employees' rates of pay (including justification for rate paid), and verification no other federal funds are used for this purpose.

- _____ (h.) Evidence that work was accomplished in accordance with the terms of the grant Memorandum of Agreement (final project report or products) and records to document the process are submitted).

- _____ (i.) Evidence that the method for selecting professional services was in accordance with Federal procurement requirements.

- _____ (j.) Comparisons schedule showing proposed costs vs. actual costs.

TEXAS HISTORICAL COMMISSION

ALLOWABLE TRAVEL RATES

The Commission will reimburse a participant traveling for purposes of the program when identified in the Application. Since travel allowances may vary among federal, state or local organizations, a traveler will be reimbursed the lowest allowed amount. Check with a representative of your local government to verify local rates. Receipts for all expenses must accompany request for reimbursement.

Lodging: \$83/night*

Mileage: \$0.465/mile

Meals: \$46/day*

* Lodging and meal rates may vary upon location. To check the current rates for your location, please visit the U.S. General Services Administration web site at: www.gsa.gov/portal/category/21287

MISCELLANEOUS FORMS

The following are versions of time sheets, travel records and donated materials forms. Although it is not necessary to use these specific forms, it is necessary to record the name of the laborer, name of supervisor, date of donation to ensure it falls within the grant period and value of donation on any form used. If desired, SHPO staff will review any proposed format to ensure compliance with these requirements.

TEXAS HISTORICAL COMMISSION

BILLING STATEMENT FORMAT

[Date]

TO: Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276

FROM: [Name & Address of Certified Local Government]
TAX IDENTIFICATION NUMBER: _____

RE: CLG Billing

Enclosed is documentation to support a billing for \$[amount] to cover work done under the grant contract number TX-11-[XXX] dated [initial date of contract] for [activity] as identified in the Project Notification received as part of the contract. I certify no other Federal funds were used for either the match or actual expenditures incurred during the execution of this project.

Please send the above amount to:

[Name & Address of CLG and/or department to receive funds]

	PROPOSED		ACTUAL	
	Federal	Match	Federal	Match
Activity				
Activity				
Activity				

Sincerely,

_____ (Original Signature)
[Name]
[Title/Office]

- Enclosures:
- time sheets
 - receipts
 - cancelled checks or copies of bank statements
 - copies of final products

TEXAS HISTORICAL COMMISSION

Historic Preservation Commission

VOLUNTEER'S NAME _____

TIME SHEET

Date	Project _____	Project _____	Project _____	Hours X Rate = Total
Totals				

PROJECT OR ACTIVITY EXPENSES

Date	Project number	Item (attach receipt)	Amount

MILEAGE RECORD

Date	Project number	Odometer Start	Odometer Finish	Total Miles X \$.445

Project 1: _____ Project 2: _____
 Project 3: _____ Project 4: _____

I certify that the work donated towards the completion of this project was not used as match for any other project and that it was completed during the grant period.

 Volunteer Date Supervisor Date

TEXAS HISTORICAL COMMISSION

TRAVEL RECORD

Name: _____

Purpose: _____

DATE AND TIME OF DEPARTURE	ORIGIN/ DESTINATION	MEALS	LODGING	OTHER (IDENTIFY)	TRANSPORTATION
Totals:					

Auto miles: _____ miles X \$.465/mile = _____

Total Amount for Travel: _____

Traveler Date

Supervisor Date

Enc.: Receipts

TEXAS HISTORICAL COMMISSION

DONATED LABOR TIME SHEET

Project Name _____

Name of Volunteer _____

Type of Work Performed _____

Hourly rate based on _____

A person donating time to a project will be paid at minimum wage unless professionally skilled in the work being performed on the project (photographer taking pictures or data entry done by skilled person). When this is the case, the wage rate the individual is normally paid for performing this service may be charged to the project.

DATE	DESCRIPTION OF WORK	NUMBER OF HOURS X RATE =
Value of Donation:		

I certify that the work donated towards the completion of this project was not used as match for any other project and was completed during the grant period.

Signature of Volunteer _____ Date _____

Signature of Supervisor _____ Date _____

TEXAS HISTORICAL COMMISSION

VALUE OF DONATED MATERIAL AND EQUIPMENT

Project Name _____

Donor _____

Description of Material Donated	Date of Donation	Fair Value	Basis of Value
Total Value of Donation:			

Signature of Donor _____

Date _____

Project Supervisor _____

Date _____