

**ORDINANCE NO. O-2016-49**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING ACCEPTANCE OF TEXAS HISTORICAL COMMISSION CERTIFIED LOCAL GOVERNMENT GRANT NO.TX-16-028, TOTALING \$17,544.00, FOR THE PURPOSE OF FUNDING THE STRATEGIC HISTORIC PRESERVATION PLAN; AUTHORIZING THE CITY'S LOCAL MATCH IN THE AMOUNT OF \$17,544; 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:**

**PART 1:** That the Certified Local Government Grant Number TX-16-028 offering \$17,544.00 for funding the Strategic Historic Preservation Plan 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-16-022.

**PART 6:** That the City's local match in the amount of \$17,544.00 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 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 2015-2016 shall be amended to read as follows:

Fund	Grant	ACCOUNT NUMBER	BEGINNING BALANCE	REQUESTED CHANGE	ENDING BALANCE
Development Services	CL G Grant	202-0000- 371-6268	\$0	\$35,088	\$35,088
Development Services	CL G Grant	202-0505- 461-0576	\$0	\$35,088	\$35,088

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

**PASSED AND APPROVED** on this the 25<sup>th</sup> day of May, 2016.


  
 MARTIN HEINES, MAYOR  
 OF THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

  
 CASSANDRA BRAGER, CITY CLERK



  
 DEBORAH G. PULLUM,  
 CITY ATTORNEY

**ORDINANCE NO. O-2016-49**

**EXHIBIT "A"**

**1 of 5**

**FISCAL YEAR 2015 CERTIFIED LOCAL GOVERNMENT (CLG)  
GRANT CONTRACT  
TX-15-022**

**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 2015 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 a Survey/Inventory Projects (Attachment B)**. Grantee will complete a survey that will include the Pollard Farm Area, as described in the grant application. Survey data, report and nomination will comply with the Texas Historical Commission's state inventory form and standards.

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 Grantee shall notify the THC upon selection of all project personnel hired.

**IV. AMOUNT OF THE CONTRACT**

The total amount of this contract shall not exceed **\$11,248.00**. 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. In the event such funds are no longer available, the Commission will notify the Grantee and this Contract will be terminated. The Commission will have no obligation to reimburse Grantee for any expenses incurred in excess of the U.S. Department of the Interior Grant-in-Aid funds.

## ORDINANCE NO. O-2016-49

### EXHIBIT "A"

2 of 5

#### V. PERIOD

This contract shall commence on **April 1, 2015** and shall terminate on **December 31, 2016**. It is further agreed that all work associated with this project shall be completed by **September 30, 2016** and all materials stipulated in Attachments A and B and all reimbursement requests shall be submitted to the Commission by **October 31, 2016**.

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, 2016**. All expenses incurred by the Grantee associated with work completed after **September 30, 2016** shall be considered ineligible for reimbursement under this grant contract.

Contract amendments may be requested using the **Contract Amendment Form (Attachment E)** between **April 1, 2015** and **August 31, 2016** and will be considered and granted 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, 2015, December 31, 2015, April 30, 2016, and August 30, 2016**. 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 **\$11,248.00** in federal funds. The Grantee agrees to contribute matching share, either donated services or cash match, for a minimum total of **\$11,248.00** or **30%** 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.

## ORDINANCE NO. O-2016-49

### EXHIBIT "A"

3 of 5

#### 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\\_01.htm](http://www.nps.gov/history/local-law/arch_stnds_01.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.

**ORDINANCE NO. O-2016-49**  
**EXHIBIT "A"**  
**4 of 5**

**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 Survey and Inventory Projects
- ☒ 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 2015 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.

**ORDINANCE NO. O-2016-49**  
**EXHIBIT "A"**  
**5 of 5**

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

3/31/15  
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

3/26/15  
Date

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



**TEXAS HISTORICAL COMMISSION**  
*real places telling real stories*

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