

RESOLUTION NO. R-2020-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING ACCEPTANCE OF TEXAS HISTORICAL COMMISSION CERTIFIED LOCAL GOVERNMENT GRANT NO. TX-20-10027, TOTALING \$400.00, FOR THE PURPOSE OF FUNDING THE REGISTRATION COSTS AND TRAINING FOR CITY OF TYLER STAFF AND TYLER HISTORIC PRESERVATION BOARD MEMBERS AT THE 2020 NATIONAL ALLIANCE OF PRESERVATION COMMISSIONS FORUM CONFERENCE; AUTHORIZING ALL APPROPRIATE ACTS ASSOCIATED THEREWITH; 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, the City of Tyler has adopted Historical Preservation provisions in City Code Chapter 10, Article XI., and

WHEREAS, the City of Tyler has created a Historical Preservation Board that exercises certain responsibilities related to historical preservation; 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-20-10027 offering \$400.00 for funding registration and training for City of Tyler staff and Tyler Historic Preservation Board members at the 2020 National Alliance of Preservation Commissions Forum Conference 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-20-10027.

PART 6: 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 7: 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 8: That this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED on this the 22nd day of July, 2020.


MARTIN HEINES, MAYOR
OF THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:


CASSANDRA BRAGER, CITY CLERK




DEBORAH G. PULLUM,
CITY ATTORNEY

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EXHIBIT "A"

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FISCAL YEAR 2020 CERTIFIED LOCAL GOVERNMENT (CLG) GRANT CONTRACT TX-20-10027

I. Parties.

The parties of this contract are the Texas Historical Commission, (the "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 grant contract ("Contract") is entered into pursuant to a grant made to the Commission for fiscal year 2020 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 (16 U.S.C. Sec. 470 et seq; 54 U.S Code Chapters 3021-3039). This grant is made for the purpose of funding a conference registration to be utilized 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.

Grantee will register four (4) representative (Attendees) as noted on the original grant application submitted to the Commission by the Grantee, for the virtual conference, National Alliance of Preservation Commissions' FORUM 2020, August 3-9, 2020. Pursuant to the terms of this Contract, the Commission will reimburse the Grantee registration costs ("the Grant") to fund virtual attendance for the appointed registrants. The Grantee may substitute another attendee not named on the original grant application only with the written approval of the Commission. A signed confirmation of attendance by attendees will be required.

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.

IV. Amount of the Contract.

The total amount of this Contract shall not exceed \$400. The Commission shall reimburse the Grantee for the eligible expenses hereunder, 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 June 1, 2020 and shall terminate on September 30, 2020. It is further agreed that any eligible expenses as indicated in the Reimbursement Request Procedures & Required Records (Attachment F) associated with this project shall be completed by September 30, 2020, and all reimbursement requests shall be submitted to the Commission by October 31, 2020.

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Any expenses incurred by the Attendee after September 30, 2020 shall be considered ineligible for reimbursement under this grant Contract.

Requests for contract extensions or other amendments must be made in writing (email or letter) by the Grantee, submitted to the Commission at any time between contract execution (date of last signature) and August 31, 2020 (30 days before end of grant period). At the option of the Commission, any approved amendments will be executed via signature by both parties on the Contract Amendment Form (Attachment E).

VI. Independent Contractor.

The Grantee is a political subdivision. 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 Commission. The Grantee or any subcontractor thereof shall not be considered the agent, the servant, or the employee of the Commission for any purpose whatsoever. Notwithstanding the foregoing or any other provision in the Contract to the contrary, Grantee shall not assign or subcontract any rights, duties, or obligations contemplated by this Contract without the prior written approval of the Commission.

VII. Documentation and Payment.

Grantee may submit to the Commission, for its approval, a properly completed invoice for eligible expenses rendered in compliance with all requirements of the contract as specified in the Reimbursement Request Procedures and Required Records (Attachment F).

It is further agreed that the Grantee will update the Commission in writing on any changes or issues that may arise in advance of the FORUM 2020 conference. Failure to notify the Commission about changes before the start of the FORUM 2020 conference on August 3, 2020 as required may constitute breach of this grant Contract and result in forfeiture of the Grant.

Reimbursement to the Grantee shall be subject to receipt of funds from the National Park Service and full attendance of the FORUM 2020 conference as stipulated in the Reimbursement Request Procedures and Required Records (Attachment F).

The payment shall be made as requested for eligible expenditures in one lump sum upon completion and approval of all the requirements set forth in this grant Contract. It is further agreed that the total Grant award will be retained by the Commission until the 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. Termination.

Either party to this Contract may terminate by giving seven (7) days written notice to the other party. If the contract is terminated, any expenses incurred and/or relating to attendance of the FORUM 2020 will not be reimbursed.

IX. 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.

X. Contract Not Entitlement or Right.

The Grant contemplated by this contract is not an entitlement or right. The Grant depends, among other things, upon strict compliance with all terms, conditions and provisions of this Contract and the HPF Grants Manual.

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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.

XI. Funding Limitation.

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.

XII. 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 seven years from the project end date. In addition to the terms detailed in this contract, 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.

XIII. Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications.

The Grantee agrees to comply with all applicable laws, executive orders, regulations and policies as well as 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 Uniform Grant Management Standards (UGMS), as promulgated by the Texas Comptroller's Office, and Uniform Grant and Contract Standards regulations of the Texas Comptroller found at 34 TAC §§20.456 – 20.467.

XIV. 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 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. The Grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Contract.

XV. No Waiver of Sovereign Immunity.

The parties 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.

XVI. Texas Public Information Act.

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Notwithstanding any provisions of this contract to the contrary, Grantee understands that 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.

XVII. Dispute Resolution.

To the extent allowed by law, 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.

XVIII. Entire Agreement, Including all Exhibits.

This Contract, 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.

XIX. 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:

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

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- ☐ Attachment D.1: Assurances for Consultants or Subcontractors
- ☒ Attachment E: Fiscal Year 2018 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 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

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, unilateral adjustment of the contractual requirements may be necessary by the Certified Local Government Program, Texas Historical Commission, or the U.S. Department of the Interior in order to comply with all applicable state and federal laws, rule, regulations, requirements, and internal administrative changes.

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:

Signature

Signature

Mark Wolfe, Executive Director

Typed Name & Title

Typed Name & Title

Date

Date