

RESOLUTION NO. R-2022-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AUTHORIZING ACCEPTANCE OF TEXAS HISTORICAL COMMISSION CERTIFIED LOCAL GOVERNMENT GRANT NO. TX-21-014, TOTALING \$2,400.00, FOR THE PURPOSE OF FUNDING THE TRAVEL AND LODGING EXPENSES FOR TRAINING OF CITY OF TYLER STAFF AT THE 2022 NATIONAL ALLIANCE OF PRESERVATION COMMISSIONS FORUM CONFERENCE; AUTHORIZING ALL APPROPRIATE ACTIONS 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-21-014 offering \$42,000.00 for funding travel and lodging expenses for training of City of Tyler staff at the 2022 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 and ratified.

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" and incorporated herein.

PART 5: That the City Manager is hereby authorized and directed to accept the grant for TX-21-014.

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 27th day of July, 2022.



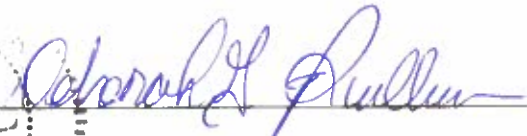
DONALD P. WARREN, MAYOR OF
THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:



CASSANDRA BRAGER, CITY CLERK



DEBORAH G. PULLUM, CITY ATTORNEY



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FISCAL YEAR 2022 CERTIFIED LOCAL GOVERNMENT (CLG) GRANT CONTRACT TX-21-014

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 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 (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 travel stipend 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 send two (2) representatives (Attendee) named on the original grant application, submitted to the Commission by the Grantee, to the National Alliance of Preservation Commissions' FORUM 2022 in Cincinnati, Ohio; July 13-17, 2022. Pursuant to the terms of this Contract, the Commission will provide a travel stipend ("the Grant") to fund lodging at the conference, as well as roundtrip airfare costs for travel between Texas and Cincinnati. Local rental car costs, meals, and conference registration are not eligible for reimbursement under this travel stipend. (Eligible and ineligible expenses are detailed in Attachment F.) The Grantee may substitute another attendee not named on the original grant application only with the written approval of the Commission.

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 \$2,400. 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 April 1, 2022 and shall terminate on October 31, 2022. It is further agreed that all travel, lodging, and any other eligible expenses as indicated in Attachment F associated with this project shall be completed by July 31, 2022 and all reimbursement requests shall be submitted to the Commission by September 30, 2022.

Any expenses incurred by the Attendee after July 31, 2022 shall be considered ineligible for reimbursement under this grant Contract.

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Contract amendments may be submitted in writing using the **Contract Amendment Form (Attachment E)** at any time between **April 1, 2022** and **October 31, 2022** at the option of the Commission.

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. Indemnification.

GRANTEE SHALL 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 OR OMISSIONS OF 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 THE CONTRACT. 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.

VIII. Documentation and Payment.

Grantee may submit to the Commission, for its approval, a properly completed invoice for eligible travel 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 2022 conference. Failure to notify the Commission about changes before the start of the FORUM 2022 conference on July 13, 2022 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 2022 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.

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IX. 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 2022 will not be reimbursed.

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. The venue of any suit arising under this contract is fixed in any court of competent jurisdiction of Travis County, Texas.

XI. 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. 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.

XII. 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.

XIII. 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.

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. 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

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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-125) are applicable. The acceptance of funds by the Grantee or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, 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 other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

XIV. Standard Federal and State Grant Certifications

Child Support Obligation. The Grantee represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

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 753, 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.

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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 403.106 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.

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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 Compliance. 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.

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.

XV. 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.

XVI. 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.

XVII. Texas Public Information Act.

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 rulings 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.

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XVIII. 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.

XIX. 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.

XX. 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
- ☒ Attachment E: Fiscal Year 2022 Certified Local Government (CLG) Contract Amendment
- ☒ Attachment F: Reimbursement Request Procedures & Required Records
- ☐ Attachment G: Grant of Easement

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- ☐ 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 of Chief Elected Official

Date

Date