

# TEXAS HISTORICAL COMMISSION

## FISCAL YEAR 2024 CERTIFIED LOCAL GOVERNMENT (CLG) GRANT

CFDA: 15.904

FEDERAL AGENCY: NATIONAL PARK SERVICE (NPS)

### GRANT CONTRACT TX-24-003

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#### ARTICLE I. PARTIES

The parties of this contract (“Contract”) are the Texas Historical Commission (the “Commission” or “THC”), an agency of the State of Texas; and the **City of Fort Worth** (“Grantee”).

#### ARTICLE II. PURPOSE

This Contract is entered into pursuant to a grant made to the Commission for fiscal year **2024** by the U.S. Department of the Interior, National Park Service, under the provisions of the National Historic Preservation Act of 1966 and as amended, P.L. 89-665 (54 U.S.C. 300101 et seq.) and pursuant to the terms and conditions of the Historic Preservation Fund (HPF) Grants Manual, 2007. This grant is made for the purpose of funding a project or projects to be undertaken by Grantee as a participant in the Certified Local Government program.

#### ARTICLE 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 Historic Resources Survey and Inventory Projects** (Attachment B). Grantee will complete a reconnaissance-level historic resources survey and update the inventories for ten local historic districts as described in the grant application. Survey data and report will comply with the Commission’s state inventory form and standards. The Grantee will submit a copy of the final survey report to the Commission in accordance with Attachment B.

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

with the approval of the Commission. The professional staff hired must also contact the Commission's Certified Local Government staff prior to commencing work.

#### **ARTICLE IV. AMOUNT OF THE CONTRACT**

The total amount of this Contract shall not exceed \$36,770. 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.

#### **ARTICLE V. PERIOD**

This Contract shall commence on the date it is executed by both parties and shall terminate on **December 31, 2026**. It is further agreed that all work associated with this project shall be completed by **September 30, 2026**, and all materials stipulated in Attachments A and B and all reimbursement requests shall be submitted to the Commission by **October 31, 2026**.

An extension for completing products stipulated in Attachment B may be granted by the Commission upon review and approval of a written extension request by the Grantee, provided that a draft of the grant product(s) has been previously reviewed and approved. The final product(s) must be received by the Commission no later than **December 31, 2026**. All expenses incurred by the Grantee associated with work completed after **September 30, 2026**, shall be considered ineligible for reimbursement under this grant contract.

Contract amendments may be submitted in writing using the **Certified Local Government (CLG) Contract Amendment Form (Attachment E)** at any time between execution of the Contract and **December 31, 2026**, at the option of the Commission.

#### **ARTICLE VI. INDEPENDENT CONTRACTOR STATUS; INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

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

**To the extent allowed by law, the Grantee or subcontractors are responsible for any and all claims whatsoever due to actions or performance under this grant, including, but not limited to, the use of automobiles or other transportation taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT ALLOWED BY LAW, THE**

**GRANTEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, ARISING OUT OF, OR RESULTING FROM ANY ACTS, PERFORMANCE, OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED. UNDER THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR THE FAILURE TO PAY A SUBCONTRACTOR. 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.**

## **ARTICLE VII. DOCUMENTATION AND PAYMENT**

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

It is further agreed that the Grantee will provide written quarterly updates on the Grant Product Quarterly Report Form, as it currently exists and is currently available at <https://www.thc.texas.gov/preserve/projects-and-programs/certified-local-government/grant-information>, 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 Reports will be due on **August 31, 2024, December 31, 2024, April 30, 2025, August 31, 2025, December 31, 2025, April 30, 2026, and August 31, 2026**. The Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports. **Failure to submit quarterly reports as required on a timely basis may constitute breach of this grant Contract and result in forfeiture of the grant.**

Reimbursement to the Grantee shall be on a matching basis as outlined in the **Estimated Project Budget (Attachment M)**, subject to receipt of funds from the National Park Service and successful completion of all project work activities. The Commission agrees to pay the Grantee up to **\$36,770** in federal funds. The Grantee agrees to contribute matching share, either donated services or cash match, for a minimum total of **\$36,770** or **50%** of eligible costs, whichever is less.

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

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

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

**ARTICLE VIII. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES OR OTHER RECOGNIZED ACCOUNTING PRINCIPLES**

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

**ARTICLE IX. REFUNDS AND DEDUCTIONS**

If the Commission determines that the Grantee has been overpaid grant funds under this Contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall refund that amount of the Commission reimbursement identified by the Commission as an overpayment. The Commission may offset and deduct the amount of the overpayment from any amount owed to the Grantee, as a reimbursement, but not yet paid by the Commission to the Grantee. The Commission may choose to require a payment directly from the Grantee rather than offset and deduct a specified amount. The Grantee shall refund any overpayment to the Commission within thirty (30) calendar days of the receipt of the notice of the overpayment from the Commission unless an alternate payment plan is specified by the Commission.

**ARTICLE X. REQUIRED REPORTS; COOPERATION; NOTIFICATION OF CHANGES IN ORGANIZATION**

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

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

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

## **ARTICLE XI. STANDARDS FOR FINANCIAL AND PROGRAMMATIC MANAGEMENT**

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

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

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

## **ARTICLE XII. CORRECTIVE ACTION PLAN**

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

## **ARTICLE XIII. OWNERSHIP OF PRODUCTS AND DELIVERABLES OF THIS CONTRACT**

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

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

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

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

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

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

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

#### **ARTICLE XIV. TERMINATION**

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

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

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

## **ARTICLE XV. APPLICABLE LAWS**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas and the rules and policies of the Commission. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. All projects funded under the Certified Local Government grant program must meet the Secretary of the Interior's Standards. The Standards can be accessed at the National Park Service web site:

<https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf>.

## **ARTICLE XVI. AUDIT AND RECORDS RETENTION**

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

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

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

United States Code of Federal Regulations [2 CFR 200, Subpart F](#), requires that all non-Federal entities that expend \$750,000 or more in federal awards from all sources during any fiscal year must undergo a Single Audit or program-specific audit for that year. This grant award is to be reported under Catalog of Federal Domestic Assistance (CFDA) #15.904, Historic Preservation Fund Grants, if applicable. Single Audits must be submitted electronically by the Grantee to the [Federal Audit Clearinghouse](#) along with a data collection form (Form SF-SAC) within 30 days after receipt of the auditor's report, or nine months after the end of the audit period, whichever is earlier. If you have questions regarding the submission or processing of your Single Audit package, contact the Federal Audit Clearinghouse at (800) 253-0696 or by email at [govs.facs@census.gov](mailto:govs.facs@census.gov).

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

In addition to the terms of this Contract, all federal laws and regulations governing grants are applicable, including the entirety of [2 CFR 200](#) – Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards. This CFR is effective for audit years beginning after December 26, 2014, and replaces all administrative requirements, cost principles, and audit requirements for grants to state and local governments under OMB Circulars A-50, A-87, A-102, and A-133.

## **ARTICLE XVII. CONTRACT NOT ENTITLEMENT OR RIGHT**

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

## **ARTICLE XVIII. FUNDING LIMITATION**

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

## **ARTICLE XIX. STATE AUDITOR**

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



## **ARTICLE XX. FEDERAL AND STATE LAWS, RULES AND REGULATIONS, DIRECTIVES, GUIDELINES, OMBS AND OTHER RELEVANT AUTHORITIES**

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

## **ARTICLE XXI. STANDARD FEDERAL AND STATE GRANT CERTIFICATIONS**

**Child Support Obligation Affirmation.** To the extent applicable, under Section 231.006 of the Family Code, the Grantee certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).

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

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

**Cybersecurity Training Programs.** Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Commission pursuant to and in accordance with Section 2054.5192 of the Government Code.

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

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

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

**Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

**Dispute Resolution.** The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

**Excluded Parties.** Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

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

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

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

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

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

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

**Open Meetings.** If the Grantee is a governmental entity, the Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

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

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

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

**Subaward Monitoring.** The Grantee represents and warrant that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

## **ARTICLE XXII. CONFLICTS OF INTEREST; DISCLOSURE OF CONFLICTS**

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

### **ARTICLE XXIII. NO WAIVER OF SOVEREIGN IMMUNITY**

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

### **ARTICLE XXIV. CONFIDENTIALITY AND PUBLIC INFORMATION ACT**

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

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

### **ARTICLE XXV. COMPLIANCE WITH REGULATORY AND LICENSING BODIES**

The Grantee agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this grant, and is currently in good standing with all regulatory agencies that regulate any or all aspects of the Grantee's business or operations. The Grantee agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and related federal governmental bodies related to the Grantee's right to conduct business in Texas. The Grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

### **ARTICLE XXVI. AMENDMENT**

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

### **ARTICLE XXVII. ENTIRE AGREEMENT, INCLUDING ALL EXHIBITS**

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

**ARTICLE XXVIII. DISPUTE RESOLUTION**

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

**ARTICLE XXIX. NOTICES**

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

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

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

If to Participant:  
City of Fort Worth  
Development Services  
200 Texas Street  
Fort Worth, TX 76102

**ARTICLE XXX. 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 Historic Resources Survey and Inventory Projects
- Attachment C: 36 CFR 61, Professional Qualifications Standards Attachment D: DI
- Form 1350, Civil Rights Assurance
- Attachment D.1: Assurances for Consultants, Subrecipients or Subcontractors
- Attachment E: Certified Local Government (CLG) Contract Amendment Form
- Attachment F: Reimbursement Request Procedures
- Attachment G: Grant of Easement
- Attachment H: Completion Report

- Attachment I: Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
- Attachment I.1: Equal Opportunity Clause for Construction Projects
- Attachment J: Standard Federal Equal Employment Opportunity Construction Contract Specification
- Attachment K: Equal Employment Opportunity Clause
- Attachment L: Certification of Non-Segregated Facilities
- Attachment M: Estimated Project Budget
- Attachment N: Subcontracts

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

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

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**TEXAS HISTORICAL COMMISSION:**

**GRANTEE:**

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Bradford Patterson, Deputy Executive  
Director for Preservation Program

---

Date

---

Date

**THIRD PARTY DESIGNEE: (IF APPLICABLE)**

---

Signature

---

Typed Name & Title of Delegated Third Party

---

Date

**ATTACHMENT B**

Expected Products of Historic Resources Survey and Inventory Projects

Historic resources surveys are a process of identifying and gathering data on a community’s historic resources. In as comprehensive a manner as possible, a survey documents all potentially historic buildings, objects, structures, sites and districts within a given geographical boundary. Surveys assign high, medium or low priority rankings to these resources as well as assess eligibility for inclusion in the National Register of Historic Places. Such resources are of significance in American history, architecture, archeology and culture, and generally are more than 50 years of age.

The Survey Project Manager must meet the Professional Qualifications Standards as outlined in 36 CFR 61 (Attachment C). Please provide a résumé for the Survey Project Manager.

Project Manager Name: \_\_\_\_\_ Employed by: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_  
 Résumé received

Who will be providing the survey fieldwork labor?

Professional consulting firm: \_\_\_\_\_  
 In-house (qualified city/county staff): \_\_\_\_\_  
 Volunteers (university students, local organization): \_\_\_\_\_

Per the CLG contract, the Project Manager must contact the Texas Historical Commission’s (THC) Certified Local Government and Historic Resources Survey staff prior to commencing work.

Contacted:  CLG Coordinator (date contacted) \_\_\_\_\_  
 Historic Resources Survey Coordinator (date contacted) \_\_\_\_\_  
 Leslie Wolfenden [leslie.wolfenden@thc.texas.gov](mailto:leslie.wolfenden@thc.texas.gov) 512-463-3386

CLG Grant Report Due Dates to the THC

- August 31, 2024 project update
- December 31, 2024 project update **with Research Design Report due**
- April 30, 2025 project update
- August 31, 2025 project update
- December 31, 2025 project update
- April 30, 2026 project update **with Draft Historic Resources Survey Report due**
- August 31, 2026 project update
- September 30, 2026 project completion date **with Final Historic Resources Survey Report**

Milestones

Research Design due by December 31, 2024 (date received) \_\_\_\_\_  
 Draft Historic Resources Survey Report due by April 30, 2026 (date received) \_\_\_\_\_  
 Final Historic Resources Survey Report due by Sept. 30, 2026 (date received) \_\_\_\_\_



## Final Deliverables

☐ **One (1) bound hard copy for the THC.** The hard copy should be printed on 8½ x 11 and 11 x 17 paper. Do not use 8½ x 14/legal-sized paper. **For binding, use 3-hole punch binder; do not use spiral or comb bindings.**

☐ **One (1) electronic copy on thumb drive or via a secure file-sharing service.** The electronic copy should include the Historic Resources Survey Report and all photographic documentation, maps, etc. The survey data shall also be submitted in Microsoft Access, Microsoft Excel, or GIS-based format. This allows the THC to upload the survey data into the THC Online Atlas database.

Each CLG survey grant recipient is sent a THC Historic Resources Survey Packet via THC's OneDrive file-sharing service that includes a THC Access database for survey purposes. While it is not required to use this Access database, the survey data should include the same information. The full range of products for a historic resources survey includes the following:

- A **Research Design Report** is written to establish knowledge of the area's historical development and to list known existing historical resources such as National Register of Historic Places and districts, Recorded Texas Historic Landmarks, State Antiquities Landmarks, Official Texas Historical Markers, and local landmarks and districts, and to provide a map of the area to be surveyed. This report sets up periods of significance and areas of significance, so surveyors know how to assess the resources while doing fieldwork.
- A **Draft and Final Historic Resources Survey Report** should include the survey's purpose and methodology, a historic context (pulled from the Research Design and updated), survey results, and survey recommendations. Survey results should discuss analysis, implications and recommendations for local, state and federal historical designation and other appropriate preservation methods. This report must be in conformance with the *U.S. Secretary of the Interior's Guidelines for Identification*.
- A **Historic Resources Survey Form** must be provided for each surveyed resource in the survey area. It is preferred that the THC survey database form (Microsoft Access format preferred) is used, but an equivalent format is acceptable.
- An **Inventory Table** must be provided for all surveyed resources in the survey area. This should include basic information about each resource: thumbnail image, address, historic and current name, historic and current function, construction date, existing designations, National Register of Historic Places eligibility, and Priority rating at a minimum.
- **Photo documentation** for all surveyed resources must be provided. Color digital images should be saved as uncompressed TIF files. If this format is not available, save as JPGs. Do not alter images (other than naming files). The size of each image must be at least 1200 x 1600 pixels at 300 ppi (pixels per inch) or larger (2000 x 3000 preferred). It is recommended that digital images be saved in 8-bit (or larger) color format. Proper identification of each view must be provided with all photo documentation, utilizing the standard 2-letter Texas county abbreviations recognized by TARL (see the THC Photo Labeling Protocol). Example: The first image for 103 East Marshall Street in Pittsburg, Camp County would be: TX-CP-Pittsburg-Marshall-St-E-103-01.tif. In addition, a second set of digital images of representative streetscape views is encouraged.
- **Detailed Maps** must identify the location of all surveyed resources with their site numbers. Maps developed using GIS data are strongly encouraged, but not required.

The Project Manager is responsible for reviewing all survey work before submission to the THC. Reports and other documentation require proper citations and may not be plagiarized. All of the above-mentioned products become the property of the THC upon completion of the grant project. Survey and inventory projects may be modified, but should be discussed with and approved by THC staff prior to modification. Attachment E must be submitted with all contract amendments, including modifications to the deliverables described here.

To ensure 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 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.

**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.

**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.

## **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.

## **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.

## **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.



## 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

## **ATTACHMENT D.1**

Assurances for Consultants, Subrecipients or Subcontractors

**Child Support Obligation.** Under Section 231.006 of the Family Code, the consultant, subrecipient, or subcontractor 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.

**Discrimination Prohibited.** The consultant, subrecipient 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, subrecipient 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, subrecipient or subcontractor, including installment payments after such date on account of arrangements for federal financial assistance which were approved before such date. The consultant, subrecipient 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, subrecipient 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, subrecipient or subcontractor.

**DI 1350 Addendum.** The consultant, subrecipient or subcontractor 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, subrecipient 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, thorough 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, 18<sup>th</sup> 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 are 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.

**Records Retention.** The consultant, subrecipient or subcontractor represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. The consultant, subrecipient or subcontractor shall maintain and retain all records relating to the performance of the grant including 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 consultant, subrecipient or subcontractor for a period of seven (7) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. The Commission reserves the right to direct a consultant, subrecipient or subcontractor 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 consultant, subrecipient or subcontractor must include the substance of this clause in all subcontracts.

**State Auditor's Right to Audit.** 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 acceptance of funds by the consultant, subrecipient or subcontractor, 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 consultant, subcontractor, 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 consultant, subrecipient or subcontractor 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.

---

Consultant/Subcontractor

---

Date

**ATTACHMENT E**

Certified Local Government (CLG) Contract Amendment Form

1. Amendment to CLG Grant Contract Number:
2. Project Title:
2. Grantee:  
Contact:  
Address:  
Phone:
3. Amendment Type (please select one below):
  - Contract Terms and Conditions
  - 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

*Note: Contract Amendment will not be effective until approved in writing by the Texas Historical Commission.*

**TEXAS HISTORICAL COMMISSION:**

**GRANTEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name & Title

\_\_\_\_\_  
Typed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**THIRD PARTY DESIGNEE: (IF APPLICABLE)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name & Title of Delegated Third Party

\_\_\_\_\_  
Date

\* 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.

The required reimbursement request procedures and format are found in this attachment. Requests must be received by the THC **no later than October 31, 2026**, and must be submitted electronically by email or a secure file-sharing service. CLGs working on multiple grants must submit a separate request for each project.

Requests for payment shall be accompanied by complete documentation, including receipts for all expenses and all products identified in the approved grant application and contract. Please refer to Chapter 13 of the HPF Grants Manual for all allowable and unallowable costs: [https://www.nps.gov/orgs/1623/upload/HPF-GrantsManual\\_2011-508.pdf](https://www.nps.gov/orgs/1623/upload/HPF-GrantsManual_2011-508.pdf). Food and drink is an unallowable cost under THC policy, with the exception of per diem (cost of meals) for traveling employees/volunteers. **Only work completed by the September 30, 2026 deadline will be reimbursed.** 25% of the total grant award will be retained by the Commission until final deliverables have been received.

Non-federal (or match share) expenditures should be documented in the same method as federal expenditures.

Use this list of acceptable documentation when preparing a reimbursement request:

- \_\_\_\_\_ (a.) Signed Billing Statement from the local government to the THC with federal tax identification number.
- \_\_\_\_\_ (b.) Copies of vendors' invoices showing evidence that:
  - i. invoices are in the name of the Grantee.
  - ii. service 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 (deposited) checks (**front and back**).
- \_\_\_\_\_ (d.) Evidence of any approved extensions and/or amendments to Grantee subcontracts.
- \_\_\_\_\_ (e.) Evidence that invoices were properly approved for payment including:
  - v. evidence that discounts and other credits were deducted.
  - vi. evidence that merchandise/services were received.
- \_\_\_\_\_ (f.) Copies of daily time records for both volunteers and staff (including supervisor's verification).
- \_\_\_\_\_ (g.) Evidence of employees' rates of pay, and verification that no other federal funds were used for this purpose.
- \_\_\_\_\_ (h.) Evidence that work was accomplished in accordance with the terms of the grant agreement (final project report or products).
- \_\_\_\_\_ (i.) Comparison schedule showing proposed costs versus actual costs. (See attached template)



## Payment Schedule

Reimbursement payments to the Grantee are subject to the receipt of Federal funds from the National Park Service. Reimbursement requests can be sent to the THC as costs are incurred and work is completed, but not more frequently than monthly. The final payment will be made after an acceptable final product, final report, and final billing have been received and approved by the THC.

## Description of Acceptable Documentation

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(s) worked, and the specific duties performed. The records should also indicate the basis for determining the rate of the employee or volunteer's contributions. Employees can claim their regular hourly wage. Time sheets must certify that 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 that is comparable to the current market value of the work being performed. Independent Sector provides a current estimated national value of volunteer time that can be used as a guide if necessary. It can be found here: <https://independentsector.org/resource/value-of-volunteer-time/>.

Professionals may claim their standard professional wage if volunteering professional services. In any case, hourly wages may not exceed the maximum rate of \$96.61/hour. A sample volunteer time sheet can be found with the miscellaneous forms attached.

## 2. Travel

The miscellaneous forms include a travel record that should be used for employees or volunteers who must travel for grant-related work. This identifies traveler, date(s) of travel, mileage, lodging, per diem (cost of meals), airfare, parking, and other miscellaneous travel expenses. Receipts for all expenses are required. See the maximum allowable travel rates below.

### 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: \$107/night\*

Mileage: \$0.67/mile for Personal Vehicle Use (As of 1/1/2024)

Per Diem: \$59/day\*

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\*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](http://www.gsa.gov/portal/category/21287)

## **Forms and Templates**

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(s) of work/travel/donation(s), and value of time/donation(s) on any form used. If desired, THC staff will review any proposed format to ensure compliance with these requirements.

# BILLING STATEMENT FORMAT

[Date]

TO: Texas Historical Commission  
Attn: CLG Grants  
P.O. Box 12276  
Austin, TX 78711-2276  
[clg@thc.texas.gov](mailto:clg@thc.texas.gov)

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-24-[XXX] dated [initial date of contract] for [activity]. 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 Grantee and/or department to receive funds]

	PROPOSED		ACTUAL	
	Federal	Match	Federal	Match
Activity				
Activity				
Activity				

Sincerely,

---

[Name]  
[Title/Office]

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

**TEXAS HISTORICAL COMMISSION**

FY 2024 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM

FEDERAL AGENCY: NATIONAL PARK SERVICE  
 FEDERAL AWARD IDENTIFICATION NO.: P24AF\_\_\_\_\_  
 CFDA NO.: 15.904

**EMPLOYEE TIME RECORD**

**Grantee:** \_\_\_\_\_

**Subgrant Agreement Number:** TX-24-\_\_\_\_

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_

*Please double-click on table to open.*

Date(s) or Date Range	Description of Grant Activities Performed	No. of Hours Worked	Hourly Rate (\$/Hr.)	Value of Time (\$)
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Total Value of Time:</b>				<b>\$ -</b>

**PROJECT OR ACTIVITY EXPENSES**

Date	Project/Activity	Item (attach receipt)	Amount

**MILEAGE RECORD**

Date	Project/Activity	Odometer Start	Odometer Finish	Total Miles X \$0.655



**TEXAS HISTORICAL COMMISSION**

FY 2024 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM

FEDERAL AGENCY: NATIONAL PARK SERVICE  
 FEDERAL AWARD IDENTIFICATION NO.: P24AF\_\_\_\_\_  
 CFDA NO.: 15.904

**TRAVEL RECORD**

Name: \_\_\_\_\_

Purpose: \_\_\_\_\_

DATE AND TIME OF DEPARTURE	ORIGIN/ DESTINATION	PER DIEM	LODGING	OTHER (IDENTIFY)	TRANSPORTATION (RENTAL, CAB, etc.)
Totals:					

Auto miles: \_\_\_\_\_ miles X \$0.655/mile = \_\_\_\_\_

Total Amount for Travel: \_\_\_\_\_

\_\_\_\_\_  
 Traveler

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Supervisor

\_\_\_\_\_  
 Date

Enclosures:  
 Receipts

**TEXAS HISTORICAL COMMISSION**

FY 2024 TEXAS CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROGRAM

FEDERAL AGENCY: NATIONAL PARK SERVICE  
 FEDERAL AWARD IDENTIFICATION NO.: P24AF\_\_\_\_\_  
 CFDA NO.: 15.904

**DONATED LABOR (VOLUNTEER) TIME SHEET**

**Grantee:** \_\_\_\_\_

**Subgrant Agreement Number:** TX-24-\_\_\_\_

Volunteer Name: \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

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.

*Please double-click on table to open.*

Date(s) or Date Range	Description of Grant Activities Performed	No. of Hours Worked	Hourly Rate (\$/Hr.)	Value of Time (\$)
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Total Value of Time:</b>				<b>\$ -</b>

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

**DONATED MATERIAL AND EQUIPMENT**

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Donor

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

\_\_\_\_\_  
Signature of Donor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Supervisor

\_\_\_\_\_  
Date



**ATTACHMENT M**  
 Estimated Project Budget

**GRANT RECIPIENT:** City of Fort Worth      **TOTAL PROJECT COST:** \$73,540.00  
**GRANT NUMBER:** TX-24-003      **FEDERAL SHARE:** \$36,770.00  
**PROJECT TITLE:** City of Fort Worth      **NONFEDERAL SHARE:** \$36,770.00  
 Historic Resources  
 Survey Update-Phase  
 VII

<b>PROJECT ACTIVITY</b>	<b>FEDERAL SHARE</b>	<b>CASH MATCH</b>	<b>IN-KIND MATCH</b>	<b>TOTAL</b>
Professional services and associated expenses related to a historic resources survey	\$36,770.00	\$36,770.00	\$0.00	\$73,540.00
<b>TOTALS</b>	<b>\$36,770.00</b>	<b>\$36,770.00</b>	<b>\$0.00</b>	<b>\$73,540.00</b>

If the Grantee is not doing the actual work, it must execute a contract with a subcontractor. All subcontracted services and products must be procured according to Federal procurement standards set forth in Chapter 17 of the Historic Preservation Fund (HPF) Grants Manual and 2 CFR Part 200.317-200.326.

The THC will verify that Federal procurement standards have been met, and will issue a *Notice to Proceed* letter to the Grantee once the following has been completed:

- Approval of the Grantee's Request for Proposal (RFP), if applicable
- Approval of the executed contract between the Grantee and subcontractor
- Receipt of Attachment D.1: Assurances for Consultants, Subrecipients or Subcontractors signed by subcontractor
- Receipt of the procurement method checklist (see below)

**Procurement Method Checklist:**

- Subcontractors meet the Standards for Professional Qualifications (Attachment C).
- Subcontractors have signed the Assurances for Consultants and Subcontractors (Attachment D.1).
- Copies of all contracts between the Grantee and any subcontractors have been sent to the Texas Historical Commission (THC).
- Grantee understands that subcontractors must be employed in a way that encourages competition to the maximum extent possible.
- Grantee understands that it must retain copies of RFPs, solicitations for price quotes, lists of who they were sent to, lists of responders (bidders), price quotes, and justification for selections as documentation that the method for selecting a subcontractor was in accordance with Federal procurement requirements.
- Grantee understands that it shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that procurements conform to the standards set forth in the HPF Grants Manual and Federal laws.

**Methods of Procurement (please select which procurement method was used by the Grantee):**

- 1. Small Purchase (acceptable for purchases under \$250,000)
  - a. Solicitation for price quotes was approved by the THC. **Yes/No**
  - b. Price quotes were obtained from an adequate number of qualified sources. **Yes/No**

2. Competitive Sealed Bids

- a. Request for Proposals (RFP) was approved by the THC. **Yes/No**
- b. RFP was formally advertised. **Yes/No**
- c. Sufficient time was given prior to the date set for opening of bids (generally 20-30 days). **Yes/No**
- d. Bids were solicited from an adequate number of known suppliers **Yes/No**

3. Competitive Negotiation

- a. Request for Proposals (RFP) was approved by the THC. Yes/No
- b. Proposals were solicited from an adequate number of known suppliers Yes/No
- c. RFP was publicized. Yes/No

4. Noncompetitive Negotiation (Select the applicable circumstance **and provide a detailed explanation of why the Grantee's procurement method was justified.**)

- (a.) The item is available only from a single source;
- (b.) Public exigency or emergency;
- (c.) The THC and National Park Service authorized, in writing, noncompetitive negotiation because of compelling special circumstances; or,
- (d.) After solicitation of a number of sources, competition was determined inadequate.

**PROJECT MANAGER CERTIFICATION:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name & Title

\_\_\_\_\_  
Date