

**FISCAL YEAR 2016 CERTIFIED LOCAL GOVERNMENT (CLG)
GRANT CONTRACT
TX-16-022**

I. PARTIES

The parties of this contract are the Texas Historical Commission, an agency of the State of Texas, hereinafter referred to as Commission; and **Comal County** hereinafter referred to as Grantee.

II. PURPOSE

This contract is entered into pursuant to a grant made to the Commission for fiscal year 2016 by the U.S. Department of the Interior, National Park Service, under the provisions of the National Historic Preservation Act of 1966, P.L. 89-665 (16 U.S.C. Sec. 470 f). This grant is made for the purpose of funding a project or projects to be undertaken by Grantee as a participant in the Certified Local Government program.

III. SERVICES TO BE PROVIDED

The following services are to be provided within the contract period on a schedule to be agreed upon by the parties to this contract. However, the services designated with specific deadlines must comply with those deadlines.

Products developed under this agreement must conform to the requirements of the Commission and the Project Proposal, as stipulated in the **Expected Products of a National Register Nomination (Attachment B)**. Grantee will complete National Register Nominations for three significant Comal County properties: Magic Springs Ranch in Spring Branch, Honey Creek Springs Ranch in Spring Branch and the Walzem family farmstead, located just outside the City of New Braunfels. The Grantee will prepare a **Completion Report (Attachment H)** at the conclusion of the project

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 (See **Attachment F** for more information). Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, and/or national origin. Therefore the Grantee must sign **DI Form 1350 U.S. Department of the Interior Civil Rights Assurance (Attachment D)** and return the signed form to the Commission with this contract. In all cases the person(s) employed by the Grantee to complete the work specified in this contract must meet with the approval of the Commission. The Grantee shall notify the THC upon selection of all project personnel hired.

IV. AMOUNT OF THE CONTRACT

The total amount of this contract shall not exceed **\$12,000.00**. The Commission shall reimburse the Grantee exclusively from U.S. Department of the Interior grant-in-aid funds for historic preservation (Certified Local Government), and this contract is subject to the availability of those funds. In the event such funds are no longer available, the Commission will notify the Grantee and this Contract will be terminated. The Commission will have no obligation to reimburse Grantee for any expenses incurred in excess of the U.S. Department of the Interior Grant-in-Aid funds.

V. PERIOD

This contract shall commence on **April 25, 2016** and shall terminate on **December 31, 2017**. It is further agreed that all work associated with this project shall be completed by **September 30, 2017** and all materials stipulated in Attachment B and all reimbursement requests shall be submitted to the Commission by **October 31, 2017**.

An extension for completing materials stipulated in Attachment B may be granted by the Commission upon review and approval of a written extension request by the Grantee, provided that a draft of the grant product(s) has been previously reviewed and approved. The final product must be received by the Commission no later than **December 31, 2017**. All expenses incurred by the Grantee associated with work completed after **September 30, 2017** shall be considered ineligible for reimbursement under this grant contract.

Contract amendments may be requested using the **Contract Amendment Form (Attachment E)** between **April 25, 2016** and **August 31, 2017** and will be considered and granted 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 any subcontractor is an independent contractor and not an employee of the Texas Historical Commission. The Grantee or any subcontractor shall not be considered the agent, the servant, or the employee of the Commission for any purpose whatsoever.

VII. DOCUMENTATION AND PAYMENT

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

It is further agreed that the Grantee will provide written quarterly updates on the Grant Product Quarterly Report Form as provided by the Commission on the progress of the grant product. Each update will outline the tasks completed and expenses incurred on the project and provide a timeline and status of the overall project. The Grant Product Quarterly Report will be due on **August 30, 2016, December 31, 2016, April 30, 2017, and August 30, 2017**. **Failure to submit quarterly reports as required on a timely basis may constitute breach of this grant contract and result in forfeiture of the grant.**

Reimbursement to the Grantee shall be on a matching basis as outlined in the Project Notification's Budget section, if applicable, subject to receipt of funds from the National Park Service and successful completion of all project work activities. The Commission agrees to pay the Grantee up to **\$12,000.00** in federal funds. The Grantee agrees to contribute matching share, either donated services or cash match, for a minimum total of **\$12,000.00** or **50%** of eligible costs, whichever is less.

Such payments shall be made as requested for services actually rendered, or if mutually agreed, in one lump sum upon completion and approval of all the requirements set forth in this agreement. It is further agreed that a sum not to exceed 25% of the total grant award will be retained by the Commission until the following have occurred: (a) Commission review of the draft project materials and comments incorporated into the project; (b) receipt of two (2) detailed and documented final completion reports; and (c) receipt of properly documented reimbursement materials.

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

VIII. OWNERSHIP OF PRODUCTS OF THIS CONTRACT

All material, concepts and products produced, developed or conceived by the Grantee during or arising out of the contract shall remain the property of the Commission. The Grantee shall have an unrestricted right to use any or all materials so produced, developed, or conceived at no additional cost. **Pursuant to the stipulations in Attachment B a minimum of two (2) copies of all final products and completion reports, if applicable (Attachment H) are to be supplied to the Commission before final reimbursement is made.** All materials published, printed or used for public distribution funded in whole or in part by this grant shall note the following on the materials:

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

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

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

IX. TERMINATION

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

X. APPLICABLE LAWS

This contract shall be governed by and construed in accordance with the laws of the State of Texas and the rules and policies of the Commission. All projects funded under the Certified Local Government program must meet the Secretary of the Interior's Standards. The Standards can be accessed at the National Park Service web site: www.nps.gov/history/local-law/arch_stnds_0.htm.

XI. AUDIT

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

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 National Register Nominations
- Attachment C: 36 CFR 61, Standards for Professional Qualifications
- Attachment D: DI Form 1350, Civil Rights Assurance
- Attachment D.1: Assurances for Consultants or Subcontractors
- Attachment E: Fiscal Year 2016 Certified Local Government (CLG) Contract Amendment
- Attachment F: Reimbursement Request Procedures & Required Records
- Attachment G: Grant of Easement
- Attachment H: Project Completion Report
- Attachment I: Equal Opportunity Clause
- Attachment J: Standard Federal Equal Employment Opportunity Construction Contract Specification
- Attachment K: Certification of Non-Segregated Facilities
- Attachment L: Construction Specification Terms

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

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

TEXAS HISTORICAL COMMISSION:

GRANTEE:

Mark Wolfe
Signature

Signature

Mark Wolfe, Executive Director
Typed Name & Title

Typed Name & Title of Chief Elected Official

Date

Date

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name & Title of Delegated Third Party

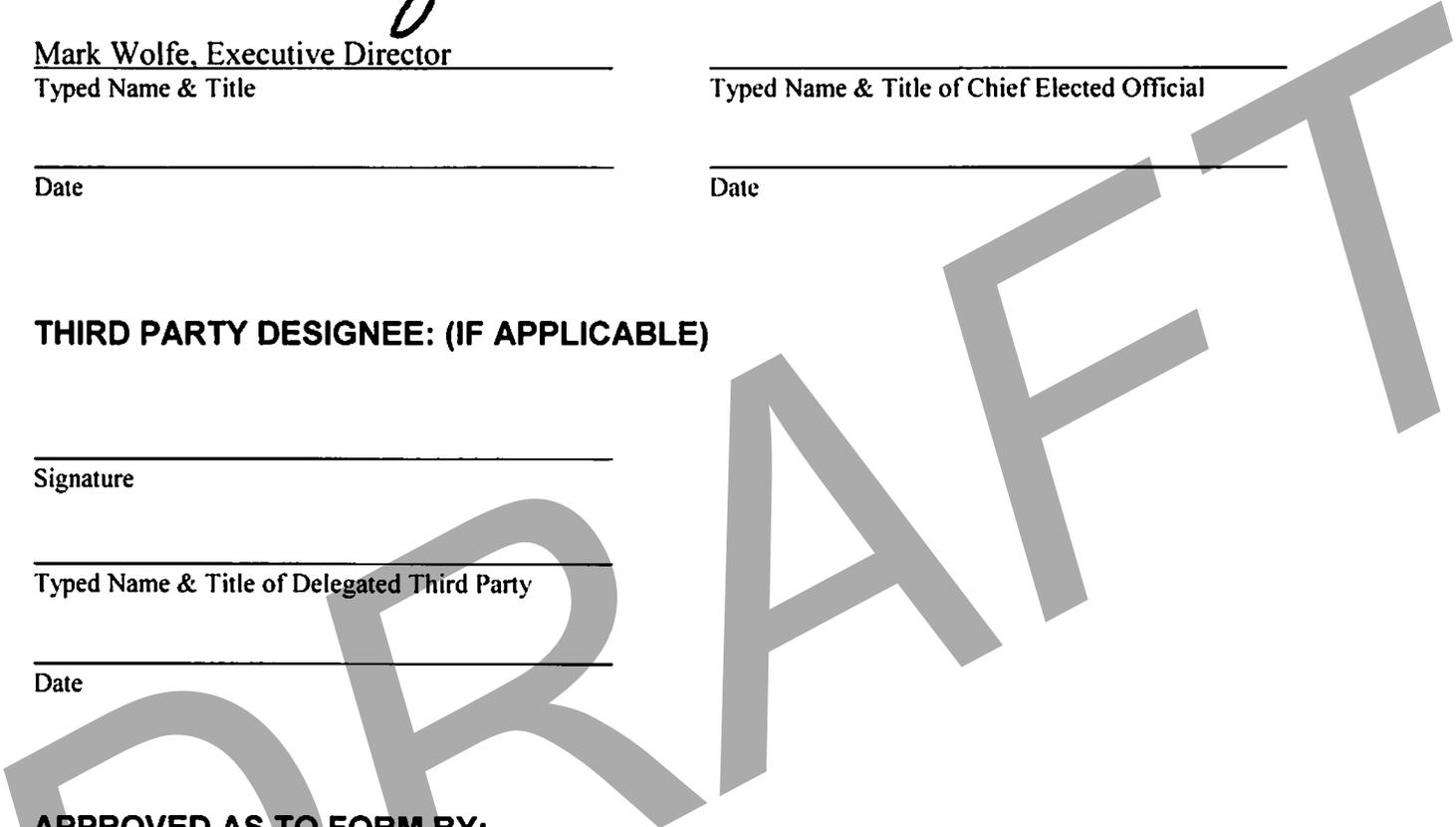
Date

APPROVED AS TO FORM BY:

Joe H. Thrash
Signature

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

4/19/16
Date



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thc@thc.state.tx.us



TEXAS HISTORICAL COMMISSION
real places telling real stories

www.thc.state.tx.us

ATTACHMENT B

EXPECTED PRODUCTS OF A NATIONAL REGISTER NOMINATION

Individual properties or historic districts may be addressed by nominations to the National Register of Historic Places. Groups of properties may be nominated within a Multiple Property format as the result of the comprehensive analysis of all historic properties within a given geographic area. This includes any combination of buildings, districts, sites, structures and objects significant at the local, state or national level. The products of a nomination must conform to the *U.S. Secretary of the Interior's Guidelines for Evaluation, Registration and Documentation*, as well as all applicable National Register Bulletins and Guidance Documents, published by the National Park Service and available on their website at <http://www.nps.gov/nr/publications/>.

Recommended Timeline for National Register Nominations

The State Board of Review (SBR) meets three times each year—typically in January, May and September—to advise the State Historic Preservation Officer (SHPO) regarding National Register nominations. This review is required by federal law and provides an opportunity for public comment. Final draft submission deadlines are tied directly to the dates of SBR meetings, which are posted on the THC website. At the time of this contract, SBR meetings dates and associated submission deadlines for 2017 are not yet determined. As a general rule of thumb, final draft nominations (meaning already reviewed and approved by THC staff) must be submitted no less than 75 days prior to any given SBR meeting. The following timeline should be considered general guidance and precise deadlines must be determined in coordination with the THC's National Register (NR) Coordinator.

By Late May 2016:

- Grant Recipient selects a Nomination Preparer. The Nomination Preparer must meet the Standards for Professional Qualifications as outlined in 36 CFR 61.
- The Nomination Preparer contacts the NR Coordinator to initiate the nomination and to finalize the scope, including identification of the most appropriate eligibility criteria, level and area(s) of significance, period of significance, and boundaries. The Nomination Preparer and NR Coordinator will also confirm the criteria for determining contributing and noncontributing resources, if applicable.
- The NR Coordinator will provide the Nomination Preparer with the most current version of the National Register Registration Form (do not use the version available on NPS website).

June – August 2016:

- Nomination Preparer works on first draft of all nomination components (see numbered list below), utilizing the applicable National Register Bulletins and Guidance Documents, and submits all components directly to the National Register Coordinator.
- The NR Coordinator will review the draft and provide any comments or additional instructions within 30 to 45 days.

September – Late October 2016:

- Nomination Preparer completes final draft and submits it, along with all property owner information, to the NR Coordinator no later than the posted deadline for the January SBR meeting. (This deadline is not yet determined, but will likely fall sometime in late October).

Mid-January 2017:

- State Board of Review considers the nomination (exact meeting date yet to be determined).

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- Though not required, the THC encourages the Grant Recipient, Nomination Preparer or other property representative to attend this meeting.

Late January – February 2017:

- Nomination Preparer completes any additional work requested by the SBR and/or SHPO and resubmits to the NR Coordinator. The Coordinator may choose to extend the amount of time available for this phase. **The CLG Grant Project is considered complete at this point.**
- The NR Coordinator is responsible for submitting the final nomination documentation to the National Park Service for final consideration. NPS has 45 days from receipt of the nomination to take action.

*The following only applies only if nomination was not reviewed at the January SBR Meeting.**

Late February 2017:

- If circumstances prevent a final draft from being included on the January SBR meeting agenda, it will be scheduled for inclusion on the May meeting agenda.
- The submission deadline for the May meeting is yet to be determined, but will fall sometime in late February.

Mid-May 2017:

- State Board of Review considers the nomination (exact meeting date yet to be determined).
- Though not required, the THC encourages the Grant Recipient, Nomination Preparer or other property representative to attend this meeting.

Late May – June 2017:

- Nomination Preparer completes any additional work requested by the SBR and/or SHPO and resubmits to the NR Coordinator. The Coordinator may choose to extend the amount of time available for this phase. **The CLG Grant Project is considered complete at this point.**
- The NR Coordinator is responsible for submitting the final nomination documentation to the National Park Service for final consideration. NPS has 45 days from receipt of the nomination to take action.

A complete National Register Nomination includes the following components:

1. A completed Property Owner form. (NR Coordinator to supply current version)
2. A completed official nomination form. The form must be submitted as an MS Word document; PDF versions are not acceptable. (NR Coordinator to supply current version)
3. A full set of current interior and exterior photos of the nominated property. Digital documentation is required and must adhere to current NPS standards for content and quality. Follow the guidelines available here: <http://www.thc.state.tx.us/preserve/projects-and-programs/national-register-historic-places/national-register-photo-guidelines>.
4. Locational and site maps for each property nominated. Maps for historic districts must include identifying site numbers and Contributing or Noncontributing status for each property. Site maps must be included for individual properties with multiple components. Locational maps created using GIS are preferred. See additional instructions for map preparation at <http://www.nps.gov/nr/publications/>.
5. Quality scans of historic photographs or other images, current and historic floor plans, and any other significant supplemental materials deemed necessary by the NR Coordinator.

Submit all components electronically on CD or thumb drive. With prior approval of the NR Coordinator, a file sharing service such as DropBox may also be used.

* It is not possible to schedule a CLG grant-funded NR nomination for the September 2017 SBR meeting. This would not allow time to fully complete the project by the September 30, 2017 deadline referred to in the grant contract.

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ATTACHMENT C

STANDARDS FOR PROFESSIONAL QUALIFICATIONS

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

Appendix A to Part 61 — Professional Qualifications Standards

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

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

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

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

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

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

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

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

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

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

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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

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ATTACHMENT D.1

ASSURANCES FOR CONSULTANTS OR SUBCONTRACTORS

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

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

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

18 USC 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, 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, 18th and C streets, N.W., Washington, D.C. 20240.

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

Consultant/Subcontractor

Date

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ATTACHMENT E

FISCAL YEAR 2016 CERTIFIED LOCAL GOVERNMENT (CLG)
CONTRACT AMENDMENT

Amendment to CLG Grant Number:

Title:

1. Subgrantee:

Contact:

Address:

Phone:

2. Amendment Type (Please select one below)

[] Matching Share - must include revised Budget Summary

[] Budget - must include revised Budget Summary

[] Scope - must include revised Project Description

[] 30 Day No Cost Extension* - must include explanation

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

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

SUBMITTED BY:

Signature of Grantee

Signature Date

Signature of Third Party Designee

Signature Date

APPROVED BY:

Signature of State Historic Preservation Officer

Approval Date

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ATTACHMENT F

REIMBURSEMENT REQUEST PROCEDURES AND REQUIRED RECORDS

The required reimbursement request procedures and format are found in this chapter. Requests must be received by the Texas Historical Commission (THC) **no later than October 31, 2017**, and may be submitted either electronically as a pdf file or as a hard copy by US mail or local land-carrier 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 the Historic Preservation Fund (HPF) Grants Manual for all allowable and unallowable costs, as well as Federal procurement standards: http://www.nps.gov/shpo/downloads/HPF_Manual.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, 2017 deadline will be reimbursed.**

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

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

- _____ (a.) Signed Billing Statement from the local government to the SHPO with federal tax identification number.
- _____ (b.) Copies of vendors' invoices showing evidence that:
 - i. invoices are in the name of the CLG.
 - ii. invoice dates are within the project period.
 - iii. purchase price is compatible with the estimated budget cost.
 - iv. purchases are relevant to the project's scope.
- _____ (c.) Copies of receipts or properly endorsed cancelled (deposited) checks (**front and back**).
- _____ (d.) Evidence of any approved extensions and/or amendments to CLG subcontracts.
- _____ (e.) Evidence that invoices were properly approved for payment including:
 - i. evidence that discounts and other credits were deducted.
 - ii. evidence that merchandise/services were received.
- _____ (f.) Copies of daily time records 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)

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Audit Information:

CLGs must retain all grant-related financial records, supporting documents, statistical records, and all other records pertinent to a grant for a period of three (3) years or until an acceptable audit has been performed and resolved. The three-year retention period begins from the date of receipt of the final reimbursement payment. The grant participant will provide access to, and the right to examine, all records, books, papers or documents related to the grant to authorized representatives of the Texas Historical Commission.

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

Under the "Single Audit Act of 1984," governments that receive \$750,000 or more in federal funds from all sources during any fiscal year will be required to have a single, comprehensive, organization-wide audit conducted. The CLG is responsible for covering the cost of an audit.

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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://www.independentsector.org/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 \$74.92/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 attached maximum allowable travel rates.

3. Miscellaneous Expenses

Proper documentation for miscellaneous expenses includes that information referenced in the beginning of this attachment and identified in the HPF Grants Manual (link provided at the beginning of this attachment). Included in this attachment are sample records for miscellaneous volunteer costs.

4. Subcontracts

If the CLG is not doing the actual work, it must execute a contract with a subcontractor – i.e. professional consultant, local historical society, individuals, etc. All subcontracted services and products must be procured according to Federal procurement standards set forth in OMB Circulars A-87 and A-102, as well as Chapter 17 of the Historic Preservation Fund (HPF) Grants Manual (link provided at the beginning of this attachment).

All subcontracts must include the Assurances for Consultants and Subcontractors, **D1** in attachments.

Copies of all contracts between the CLG and any subcontractors must be sent to the SHPO for audit purposes.

We also need evidence that the method for selecting the services was in accordance with Federal procurement requirements. Copies of RFPs, lists of who they were sent to, lists of responders (bidders), and justification for selections must be sent to the SHPO. Please make sure to include any other relevant information regarding the competitive selection process for professional services.

This information can be sent to the SHPO along with the first request for reimbursement, or separately before any reimbursement requests are sent in.

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Reimbursement payments to the CIJ are subject to the receipt of Federal funds from the National Park Service. Reimbursement requests can be sent to the SHPO 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 SHPO.

5. Payment Schedule

TEXAS HISTORICAL COMMISSION

ALLOWABLE TRAVEL RATES

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

Lodging: \$89/night*

Mileage: \$0.475/mile

Meals: \$51/day*

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

MISCELLANEOUS FORMS

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

TEXAS HISTORICAL COMMISSION

BILLING STATEMENT FORMAT

[Date]

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

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

RE: CLG Billing

Enclosed is documentation to support a billing for \$[amount] to cover work done under the grant contract number TX-16-[XXX] dated [initial date of contract] for [activity] as identified in the Project Notification received as part of the contract. I certify no other Federal funds were used for either the match or actual expenditures incurred during the execution of this project.

Please send the above amount to:

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

PROPOSED ACTUAL
Federal Match Federal Match

Activity
Activity
Activity

Sincerely,

(Original Signature)

[Name]
[Title/Office]

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

TEXAS HISTORICAL COMMISSION

VALUE OF DONATED MATERIAL AND EQUIPMENT

Project Name

Donor

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

Total Value of Donation:

--

Signature of Donor

Date

Project Supervisor

Date

ATTACHMENT H

SAMPLE PROJECT COMPLETION REPORT

TEXAS CERTIFIED LOCAL GOVERNMENT (CLG)

NATIONAL REGISTER COMPLETION REPORT

submitted to the

Texas Historical Commission

Project Name: National Register Nomination for Peanut Historic District
Location: Pecanville, Texas
Project Number: TX-15-0XX

PART 1. PROPERTY AND OWNERSHIP IDENTIFICATION

- A. Official project title: Peanut Historic District Nomination
- B. Project number: TX-15-0XX
- C. Grant Recipient and address: Mayor I. M. Goode
100 N. Main Street
Pecanville, Texas 78123
- D. Professional Consultant(s): Sue Z. Que Consulting, Inc.
102 N. Main Street
Pecanville, Texas 78123

PART 2. FISCAL REPORT

A. Final work-cost breakdown:

Project Leader	\$2,500.00
Planner Technician (Graphics Support)	2,000.00
Office Manager	500.00
Preservation/Planning/Marketing Consultant	8,000.00
Printing/Copying	2,000.00
<hr/>	
TOTAL	\$15,000.00
Texas Certified Local Government Grant monies expended:	\$5,000.00
City of Pecanville Revenue expended:	\$10,000.00

B. List by donor, source, kind, and amount for each of the other funding sources:

Donor: City of Pecanville
Source: City Revenue
Kind: Cash
Amount: \$10,000.00

PART 3. ACKNOWLEDGEMENT

All materials generated for public use under this grant include the following statement:

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

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

This program receives Federal funds from the National Park Service. Regulations of the U. S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to:

Director, Equal Opportunity Program, U. S. Department of the Interior, National Park Service, P. O. Box 37127, Washington, DC 20013-7127.

PART 4. PROJECT NARRATIVE

The scope of work as originally planned was

The following changes were made to the scope of work.....

The following amendments with dates and reason for amendment were made for this project....

The following is a brief description of the expenditures on this project

The following explains the differences between originally planned costs and actual costs.

PART 5. MATERIALS INDEX

<u>Index Number</u>	<u>View</u>	<u>Date Produced</u>
A1	1 bound copy of complete report	5/20/2016
A2	1 electronic copy of the report	5/20/2016
A3	Two copies of each photo (labeled) & negatives	6/15/2016
A4	Locational map	5/20/2016

Prepared by: _____ Date: _____

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Property ID 77109
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Property ID 77109
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Property ID 77109
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Property ID 77109
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Property ID 77109
1125_6065.jpg



Property ID 77109
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Property ID 77109
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Property ID 77109
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Property ID 77109
1125_6080.jpg



Property ID 77109
1125_6085.jpg



Property ID 77109
1125_6109.jpg

Honey Creek Spring Ranch
2250 Park Rd., Spring Branch
Parcel(s): 77109, 77128
Owner(s): Johnny Gass



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Property ID 77109-W
1125_6104.jpg



Property ID 77109-X
1125_6098.jpg



Property ID 77109-X
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Honey Creek Spring Ranch
2250 Park Rd., Spring Branch
Parcel(s): 77109, 77128
Owner(s): Johnny Gass



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Property ID 77109-X
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Property ID 77109-X
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Property ID 77109-X
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Honey Creek Spring Ranch
2250 Park Rd., Spring Branch
Parcel(s): 77109, 77128
Owner(s): Johnny Gass



Property ID 77109-X
1125_6100.jpg



Property ID 77109-V
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Property ID 77109-V
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Property ID 77109-V
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Property ID 77109-V
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Property ID 77109-V
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Honey Creek Spring Ranch
2250 Park Rd., Spring Branch
Parcel(s): 77109, 77128
Owner(s): Johnny Gass



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Property ID 77109-T
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Property ID 77109-T
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Property ID 77109-S
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Property ID 77109-S
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Property ID 77109-R
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Honey Creek Spring Ranch
2250 Park Rd., Spring Branch
Parcel(s): 77109, 77128
Owner(s): Johnny Gass



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Property ID 77109-R
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Property ID 77109-Q
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Property ID 77109-P
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Property ID 77109-O
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Property ID 77109-O
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Property ID 77109-N
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Property ID 77109-N
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Property ID 77109-N
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Property ID 77109-N
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Honey Creek Spring Ranch
2250 Park Rd., Spring Branch
Parcel(s): 77109, 77128
Owner(s): Johnny Gass



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Property ID 77109-L
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Property ID 77109-K
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Property ID 77109-K
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Honey Creek Spring Ranch
2250 Park Rd., Spring Branch
Parcel(s): 77109, 77128
Owner(s): Johnny Gass



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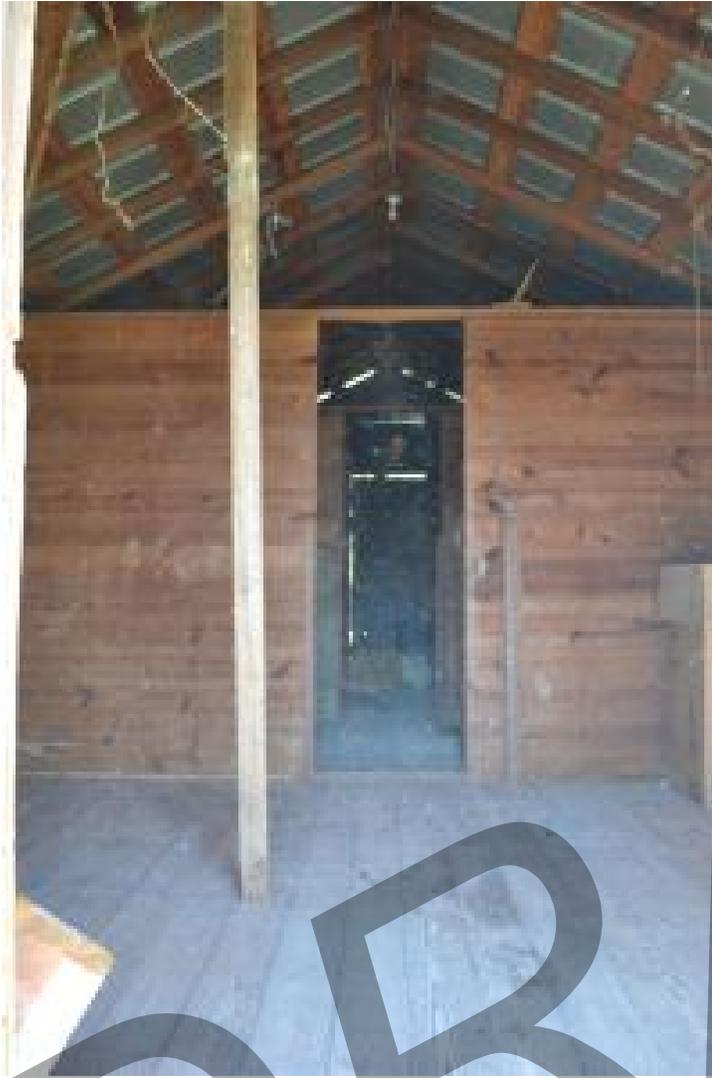


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Honey Creek Spring Ranch
2250 Park Rd., Spring Branch
Parcel(s): 77109, 77128
Owner(s): Johnny Gass



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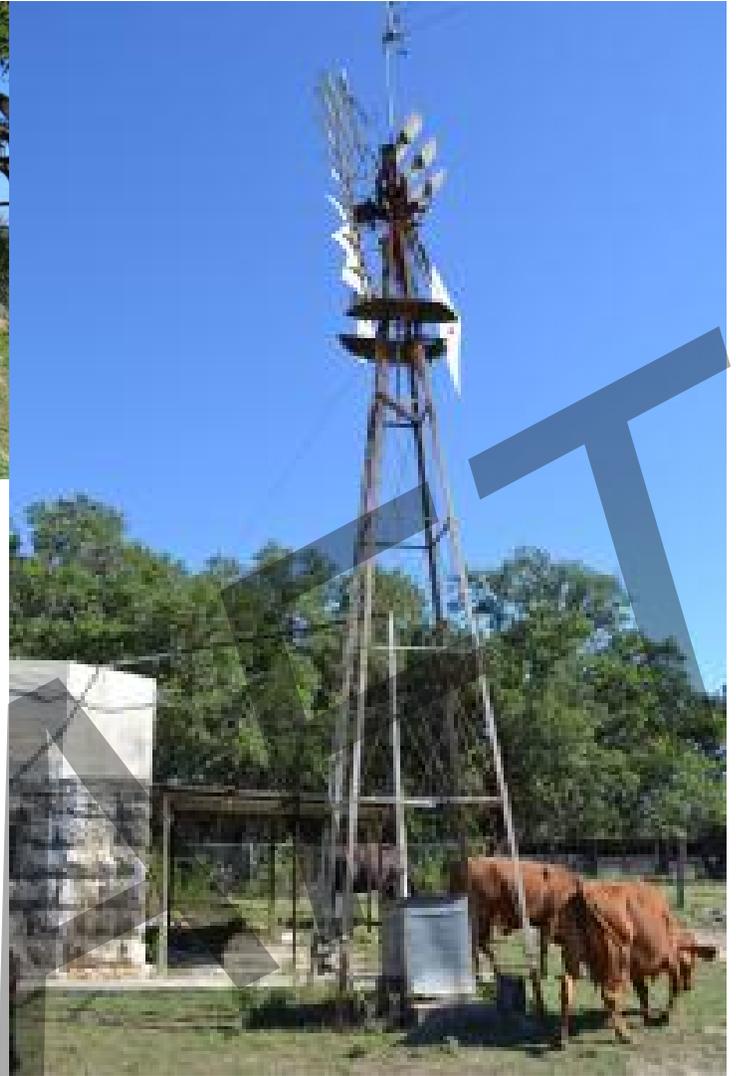


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Honey Creek Spring Ranch
2250 Park Rd., Spring Branch
Parcel(s): 77109, 77128
Owner(s): Johnny Gass



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Property ID 77109-D
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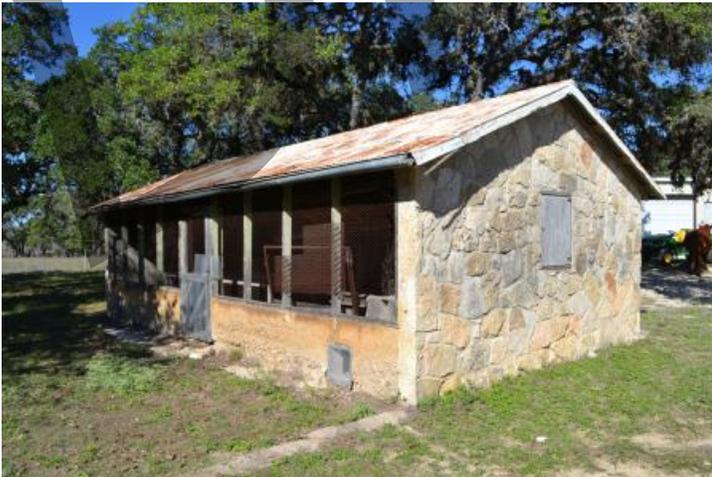
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2250 Park Rd., Spring Branch
Parcel(s): 77109, 77128
Owner(s): Johnny Gass



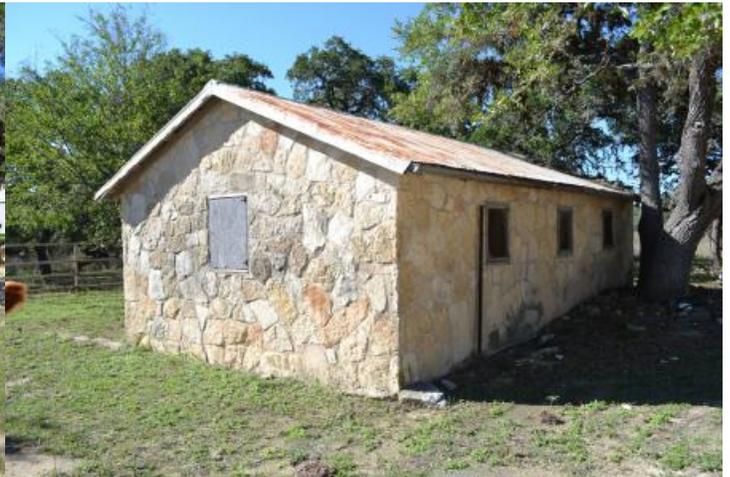
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Property ID 77109-C
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Property ID 77109-B
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Honey Creek Spring Ranch
2250 Park Rd., Spring Branch
Parcel(s): 77109, 77128
Owner(s): Johnny Gass



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Property ID 77109-A
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Property ID 77109-A
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Property ID 77109-A
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135 Magic Springs Rd., Spring Branch
Parcel(s): 79627, 79628, 79632
Owner(s): William McAllister, IV



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Property ID 79627-K
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Property ID 79627-K
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Property ID 79627-J
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135 Magic Springs Rd., Spring Branch
Parcel(s): 79627, 79628, 79632
Owner(s): William McAllister, IV



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Property ID 79627-H
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Property ID 79627-G
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Property ID 79627-G
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135 Magic Springs Rd., Spring Branch
Parcel(s): 79627, 79628, 79632
Owner(s): William McAllister, IV



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Property ID 79627-G
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Property ID 79627-G
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Property ID 79627-F
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135 Magic Springs Rd., Spring Branch
Parcel(s): 79627, 79628, 79632
Owner(s): William McAllister, IV



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Property ID 79627-E
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Property ID 79627-D
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Property ID 79627-C
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Property ID 79627-C
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135 Magic Springs Rd., Spring Branch
Parcel(s): 79627, 79628, 79632
Owner(s): William McAllister, IV



Property ID 79627-B
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Property ID 79627-A
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Property ID 79627-A
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Property ID 79627-A
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Walzem Farmstead
690 Mission Valley Rd, New Braunfels
Parcel(s): 81039
Owner(s): Alton J. Rahe



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Property ID 81039-B
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Property ID 81039-B
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Property ID 81039-B
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Walzem Farmstead
690 Mission Valley Rd, New Braunfels
Parcel(s): 81039
Owner(s): Alton J. Rahe



Property ID 81039-B
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Property ID 81039-A
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Property ID 81039-A
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Property ID 81039-A
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Walzem Farmstead
690 Mission Valley Rd, New Braunfels
Parcel(s): 81039
Owner(s): Alton J. Rahe



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Property ID 81039-A
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Property ID 81039-A
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Walzem Farmstead
690 Mission Valley Rd, New Braunfels
Parcel(s): 81039
Owner(s): Alton J. Rahe



Property ID 81039-A
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Property ID 81039-A
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