

RESOLUTION NO. R-2023-170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO APPROVE RESOLUTION NO. R-2023-170 OF THE CITY COUNCIL OF BASTROP, TEXAS APPROVING THE BASTROP CULTURAL ARTS COMMISSION TO ACCEPT A GRANT IN THE AMOUNT OF SIXTEEN THOUSAND AND TWO HUNDRED AND 00/100 DOLLARS (\$16,200.00) FROM THE TEXAS COMMISSION ON THE ARTS FOR A CULTURAL ARTS DISTRICT PROJECT, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop finds it is in the best interest of the citizens of Bastrop, that the Bastrop Cultural Arts Commission utilize a grant that has been rewarded to it from the Texas Commission on the Arts to assist with funding a public art piece to celebrate Bastrop's Bird City designation. The grant requires a match of \$16,200.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: The City Council of the City of Bastrop approves acceptance of a Texas Commission on the Arts grant in the amount of \$16,200.

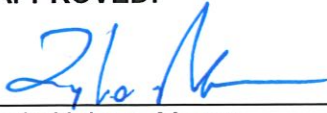
Section 2: Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

Section 3: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby severable.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

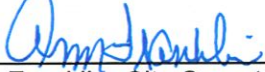
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of December 2023.

APPROVED:



Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

November 15, 2023

Bastrop Cultural Arts District
1311 Chestnut Street
Bastrop, TX 78602

Dear Bastrop Cultural Arts District,

Please find the contract package for your **Cultural District Project**- Grant ID: **77757176** below.

The contract must be signed by your organization's authorizing official, Sylvia Carrillo. If there has been a change of authorizing official and someone else needs to sign this contract, please reach out to me via email with a letter explaining the change.

For more detailed information about TCA grants, including tips on how to make your reporting easier, please visit the section "Managing Your Grant" in your online Fluxx account.

TCA requires all grant recipients to contact their state legislators to share news about their grant award and thank them for making these funds available. This is an opportunity to educate your elected officials about the work that you do in your community. You are welcome to combine grants in a single letter, but you will need to send a new set of letters for any additional grants awarded later in the fiscal year. If appropriate, additional thank-you letters sent to your legislators from the children, audiences, and participants served by your TCA-funded grant are appreciated. These thank you letters should be uploaded directly into the Fluxx system for each awarded grant.

Please remember your grant payment is contingent upon the completion of any past grant reports, the receipt of your legislative thank you letters, the receipt of the signed contract, and the availability of state and/or federal funds.

If changes to the budget arise during the course of the project, amendments must be requested in writing in accordance with the Amendments and Changes section of the contract prior to the contract ending date. TCA has no flexibility around the fiscal year window (September 1 - August 31) but will always try to help your organization through project changes and transitions.

If you have questions or need additional information, please contact me via email kenneth@arts.texas.gov

Sincerely,



Kenneth Williams
Associate Director of Programs
Texas Commission on the Arts

GRANT ID: 77757176

GRANT CONTRACT
BETWEEN
TEXAS COMMISSION ON THE ARTS
AND
BASTROP CULTURAL ARTS DISTRICT

STATE OF TEXAS ()

COUNTY OF TRAVIS ()

SECTION 1. PARTIES TO CONTRACT

This Contract ("Contract") is made and entered into by and between the Texas Commission on the Arts (the "Commission"), an agency of the State of Texas and Bastrop Cultural Arts District ("Grantee"), hereinafter referred to collectively as "Parties." The Commission enters into this Contract pursuant to Texas Government Code, Section 444.024, which gives the Commission authority to award grant money for advancing the state economically and culturally by investing in the arts.

SECTION 2. CONTRACT PERIOD

The period for performance of this Contract shall commence 09/01/23 and shall terminate 08/31/24.

SECTION 3. SERVICES

The Grantee shall, during the period of this Contract, provide the services, activities, and performances in accordance with Attachment A, which is attached hereto and made a part of this Contract for all purposes as if set forth in full herein.

SECTION 4. GRANT AWARD

In consideration of the Grantee's full and satisfactory performance of the obligations specified in this Contract and subject to the conditions stated under "Obligations of the Commission" and the "Matching Share" requirements detailed in the Terms and Conditions, which is attached hereto as Attachment B and made a part of this Contract, the Commission shall pay to the Grantee an amount not to exceed \$ 16,200. All funds provided by the Commission must be expended within the Contract period specified in Section 2.

SECTION 5. GRANT REPORT FORM

The Grantee shall submit to the Commission not later than 09/30/24, a properly completed Grant Report as specified in Attachment B.

SECTION 6. AMENDMENTS AND CHANGES

This Contract is the entire agreement of the Parties. Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by both Parties prior to the ending date of this Contract as specified in Section 2. Any other attempted changes including oral modifications, written notices not signed by both Parties, or other modifications of any type shall be invalid.

GRANT ID: **77757176**

TEXAS COMMISSION ON THE ARTS
CONTRACT FOR SERVICES

SECTION 7. MUTUAL OBLIGATIONS

The Parties hereto have severally and collectively agreed and, by the execution of this Contract, are bound to the mutual obligations and to the performances and accomplishment of the tasks described herein, including the Terms and Conditions.

The terms of this Contract are accepted by the Parties. Persons signing are expressly authorized to obligate the Parties to the terms of this Contract.

GRANTEE

TEXAS COMMISSION ON THE ARTS

DocuSigned by:
Sylvia Carrillo
7E943F478C7A4CA

Signature of Authorized Official

10/23/2023

Date

Sylvia Carrillo
Bastrop Cultural Arts District
1311 Chestnut Street
Bastrop, TX 78602

DocuSigned by:
Hary Pitts
C58C6CD268CE49A

Signature of Authorized Official

10/24/2023

Date

ATTACHMENT A

GRANT ID: **77757176**
Cultural District Project - Enhancements to the District
Bastrop Cultural Arts District

TCA Award Amount: **\$16,200.00**

Required Matching Funds: **\$16,200.00**

Total Grant Budget: **\$32,400.00**

Grant Budget Expense Items	Matching Expenses	TCA Funded Expenses
Administrative salaries, contracts, benefits		
Artistic salaries, contracts, benefits	\$16,200.00	\$16,200.00
Facility Costs		
Marketing & Promotion		
Program/Exhibit production costs		
Subgranting / Pass thru funds		
Other expenses:		
EXPENSE TOTALS	\$16,200.00	\$16,200.00

ATTACHMENT B
TERMS AND CONDITIONS

A. OBLIGATIONS OF GRANTEE

A.1. Assurances

The Grantee shall perform its obligations under this Contract in compliance with all of the terms and conditions of this Contract; applicable requirements of the Commission and the National Endowment for the Arts (NEA); and all applicable federal and state laws, rules and regulations, directives, and guidelines including, but not limited to, the follow:

- a. Texas Online Arts Plan: A Guide to Programs and Services, Revised December 2022.
- b. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 29 CFR Part 505 Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts and Humanities; Final Rule.

The provisions of such requirements are hereby incorporated by reference into this Contract.

Under Section 231.006 Family Code, the Grantee certifies that the individual or business entity named in the 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. 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.

Grantee represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting information that contains a false statement or material misrepresentations made during the performance of a Contract is a material breach of Contract and may void the Contract.

Grantee represents and warrants that the individual submitting this document and the documents made part of this Contract is authorized to sign such documents on behalf of the Grantee and to bind the Grantee under this Contract.

Grantee shall maintain and retain all records relating to the performance of the Contract, including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the Contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

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.

Grantee assures and 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.

By execution of this Contract the Grantee assures and certifies that it will comply with the regulations of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 where applicable, the Drug-Free Workplace Act of 1988, as well as all regulations of the NEA issued pursuant to these statutes, and that it immediately will take any measures necessary to comply.

A.1. Assurances (continued)

By execution of this Contract the Grantee assures and certifies that it will comply with the Commission's enabling legislation, Texas Government Code, chapter 444.

Texas Government Code, Section 444.021(b) prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Section 43.21, Penal Code of Texas.

The Commission is committed to the principles of equal opportunity and affirmative action. The Commission will not knowingly discriminate among employees or applicants on the basis of race, color, religion, sex, national origin, age or physical handicap. These criteria will not be used by either the Commission or the Grantee when making decisions.

Grantee agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, [Chapter 783](#) (Uniform Grant and Contract Management Act), and the [Texas Comptroller's Texas Grant Management Standards](#) (TxGMS), including the Uniform Assurances and the Standard Financial Management Conditions included in TxGMS.

A.2. Matching Share

In the performance of services and activities under this Contract, the Grantee shall provide at least fifty percent (50%) of the total cost of such performance. This matching share shall be provided in compliance with OMB Circular A-102, OMB Circular A-110, and in accordance with the matching share indicated in the budget in Attachment A. Federal funds from the NEA may not be used as match if receiving federal funds from the Commission.

The Grantee's failure to provide the entire amount of its matching share to pay for Contract services during the Contract period will reduce the award from the Commission in a proportionate amount requiring reimbursement of the difference to the Commission.

A.3. Acknowledgment

- a. Crediting the Commission. A credit line and/or the Commission logo must appear in all published materials and announcements regarding this grant. The Commission logo can be found on our website at: <https://www.arts.texas.gov/logo>.
- b. Crediting NEA. If NEA funds are awarded as part of the Commission grant, a credit line must appear acknowledging support from the NEA. The National Endowment logo can be found on the website: <https://www.arts.gov/grants/manage-your-award/nea-logo>.

A.4. Reporting Requirements

a. Grant Report Form

The Grantee shall establish and maintain records, which shall reflect all receipts, obligations, and disbursements of funds for the project which is the subject of this Contract. Financial records, including substantiating documentation (e.g., payroll vouchers, invoices, bills) must be maintained. Following the termination of this Contract, the Grantee shall submit to the Commission a properly completed Grant Report Form by the date stipulated in Section 5.

b. Audit or Financial Review

Following the termination of this Contract, the Grantee shall provide the Commission with either:

1. a review of the Grantee's financial records covering the funds awarded under this Contract, prepared in compliance with guidelines established by the Commission; or,
2. an audit report covering the funds awarded under this Contract, prepared in compliance with Single Audit Act Amendments of 1996, OMB Circular A-133, and the Texas Grant Management Standards issued by the Texas Comptroller of Public Accounts. Grantees expending Federal funds equal to or in excess of \$750,000 within a fiscal year of the Grantee organization must comply with Federal audit requirements.

A.5. Monitoring

The Grantee shall give the Commission the right to examine the Grantee's records, files, books, or other written materials relating to this Contract and the right at reasonable times to inspect or otherwise evaluate the Grantee's work under this Contract. The Grantee shall cooperate with the Commission in arranging for and scheduling a site visit by a Commission employee or representative.

A.6. Use of Funds for Lobbying

The Grantee shall not use any of the funds paid by the Commission to the Grantee to influence the passage or defeat of any legislative measure or election of any candidate for public office.

B. OBLIGATIONS OF THE COMMISSION

The Commission shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee before the commencement of this Contract or after the termination of this Contract.

The Grantee is an independent contractor. Therefore, the Commission is not responsible for any liability incurred by the Grantee.

C. PAYMENT BY THE COMMISSION

The Commission shall pay to the Grantee the amount specified in this Contract. This payment shall be made following the date requested for payment by the Grantee in its application for assistance. This payment is contingent upon the availability of State and/or Federal funds.

It is agreed and understood by all Parties that payments under the Contract are contingent upon Grantee's full and satisfactory performance of his/her/its obligation under this Contract, as well as, any and all outstanding contracts between the Grantee and the Commission. Full and satisfactory performance is to be determined by the Commission.

In that regard, in the event the Commission determines the Grantee has not provided full and satisfactory performance, the Commission has the right to withhold any and all payments due and owing the Grantee. Furthermore, in the event the Commission determines that the Grantee has not provided full and satisfactory performance, all monies paid out under this Contract will be immediately due and repayable to the Commission.

C. PAYMENT BY THE COMMISSION (continued)

Notwithstanding any other provision of this Contract, payment by the Commission under this Contract is expressly contingent upon Grantee's submission to the Commission of Grant Report Form(s) which are due under other Contracts between the Grantee and the Commission, and the proper completion of any outstanding Contractual obligations with the Commission.

In accordance with Section 2262.154 of the Texas Government Code, Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of (1) the State Auditor to conduct an audit or investigation on any entity receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract; and (2) acceptance of funds directly under this Contract or indirectly under through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with these funds. Any entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit.

D. VENUE PROVISION

For any dispute arising out of this Contract and resulting in litigation, venue shall be mandatory only in Travis County, Texas. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

D.1. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the Commission and Grantee to attempt to resolve all disputes arising under this Contract.

a. A Grantee's claims for breach of this Contract that cannot be informally resolved with the Commission shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Grantee shall submit written notice, as required by subchapter B, to the Commission. Said notice shall specifically state that the provisions of Ch. 2260, subchapter B are being invoked. A copy of the notice shall also be given to all other representatives of the Commission and the Grantee otherwise entitled to notice under the Parties' Contract. Compliance by the Grantee with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Grantee's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the Commission if the Parties are unable to resolve their disputes under subparagraph (a) of this paragraph.

c. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the Commission nor any other conduct of any representative of the Commission in relation to the Contract shall be considered a waiver of sovereign immunity to suit.

E. MISCELLANEOUS PROVISIONS

a. Texas Public Information Act - Notwithstanding any provisions of this Contract to the contrary, 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.

E. MISCELLANEOUS PROVISIONS (continued)

b. Force Majeure – The Commission shall not be responsible for performance under this Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Commission.

Grantee shall not be liable for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Grantee, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: pandemic; fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

Notwithstanding anything to the contrary in this provision, the requirements that funds be paid out within the current State fiscal year, unmatched grant money be returned by Grantee, and grant funds be expended, matched and services performed within the State Fiscal Year shall not be affected.

c. Indemnification

Acts or Omissions

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE TEXAS OFFICE OF THE ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. GRANTEE AND THE OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS CONTRACT. GRANTEE AND THE COMMISSION AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

d. Termination

Termination for Convenience. The Commission may, at its sole discretion, terminate this Contract without recourse, liability or penalty, immediately upon written notice to the Grantee. Grantee may, at its sole discretion, terminate this Contract upon written notice to the Commission; however, such termination shall not be effective until grant funds have been returned to the Commission in full.

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