

RESOLUTION NO. R-2022-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE CITY OF BASTROP TO RECIEVE A GRANT FROM THE ST. DAVID'S FOUNDATION FOR TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00) IN CONTRIBUTION TO THE CITY OF BASTROP PARKS & RECREATION PLAN; AUTHORIZING THE CITY MANAGER TO SIGN A GRANT AGREEMENT ON BEHALF OF THE CITY FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop is dedicated to improving the quality of life of the citizens of Bastrop through our parks and recreation services;

WHEREAS, the City of Bastrop City Council has formalized that dedication through their Focus Areas of Uniquely Bastrop and Unique Environment;

WHEREAS, the next step in providing a more robust level of service in this area is the update of the City of Bastrop Parks & Recreation Master Plan;

WHEREAS, the City of Bastrop City Council has further committed to be good stewards of our taxpayers' resources through their Focus Area of Fiscal Responsibility and directed staff to seek grant opportunities;

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 the authorization of the City Manager to sign a Grant Agreement with St. David's Foundation on behalf of the City of Bastrop for receipt of \$250,000.00.

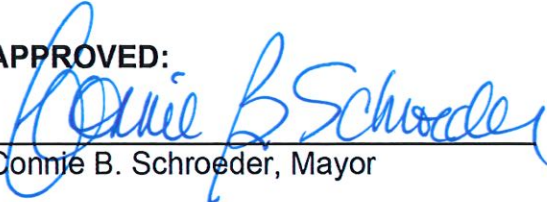
Section 2. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

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: This resolution shall take effect immediately from and after its passage, and it is duly resolved.

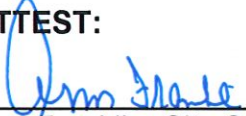
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January 2022.

APPROVED:




Connie B. Schroeder, Mayor

ATTEST:

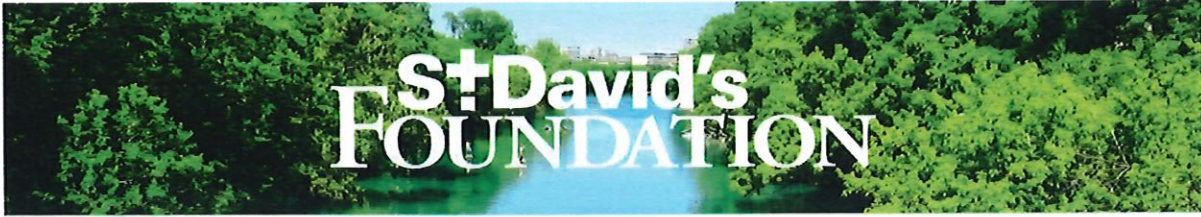


Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney



Building the healthiest community in the world.

GRANT AGREEMENT

DATE: 2/2/2022
GRANT PARTNER (LEGAL NAME): City of Bastrop
GRANT PARTNER (DBA): City of Bastrop
GRANT AMOUNT: \$250,000
GRANT PERIOD: 6/1/2022-5/31/2023
SDF PROGRAM AREA: Rural

St. David's Foundation and City of Bastrop are entering into this Grant Agreement to establish the terms and conditions of a \$250,000 contribution to City of Bastrop Parks and Recreation Master Plan (the "Contribution"). By executing the acknowledgement below and accepting periodic payments pursuant to this agreement, City of Bastrop agrees that the Contribution will be used in strict accordance with this agreement and that all of the terms and conditions of this agreement will be met or exceeded.

Grant Terms and Conditions

A. TERM.

The term of this Agreement is from 6/1/2022 to 5/31/2023.

B. PURPOSE AND ADMINISTRATION.

The purpose of the Contribution is to provide funding in the amounts set forth in Exhibit A. Expenditures must conform to the specific line item in the budget as approved. Grantees that anticipate significant changes in their project work plan, including any budget modifications that would

require a transfer from a specific category in the budget that is at least 20% of that category or that exceeds \$50,000 should contact the Program Officer assigned to the grant. Any such changes must be approved by the Program Officer and noted in the request budget vs. actual report.

C. SPECIAL REQUIREMENTS.

Special requirements related to the Contribution, if applicable, are outlined in Exhibit C.

D. EXEMPT STATUS.

The Recipient represents to the Foundation that it is either a tax-exempt organization pursuant to Section 501(c)(3) of the Code or a public/governmental entity authorized to provide the service that the Foundation is funding under this Agreement. The Recipient also represents that its assets and operations are handled in a way that entitles the Recipient to retain its exempt, public or governmental status and that the Recipient has no reason to believe that the IRS has, or will, question its exempt status.

E. FINANCIAL STATEMENTS.

The Recipient agrees to provide the Foundation with copies of its consolidated audited financial statements within ten (10) business days after the independent auditor has signed the opinion. If the Recipient does not have audited financial statements, then the delivery date is within 10 business days of delivery of the financial statements to the Recipient's Board. The Recipient will, on the same schedule, provide the Foundation with a copy of any management letter prepared by its auditor and will inform Foundation, immediately, of management's response.

F. RECIPIENT'S REPORTING OBLIGATION.

The Recipient agrees to provide the Foundation with periodic reports detailing the progress of the Project and the use of the Grant, as provided in the Report Schedule attached hereto as Exhibit B.

G. FOUNDATION SITE VISITS.

The program officer and other representatives of the Foundation may arrange to attend a board meeting and/or conduct a site visit during the grant period.

H. LEARNING AND EVALUATION.

The Program Officer may request Recipient's participation in occasional learning and evaluation activities. The Recipient agrees to provide the program officer, other representatives of the Foundation, or external consultants engaged by the Foundation with requested information for learning purposes.

I. PUBLICITY.

The St. David's Foundation will include information about this Grant in its periodic public reports, may refer to this Grant in press releases, social media or other public materials, and may also provide

information relating to this Grant to others for any purpose it deems reasonably related to its charitable purpose, and Grantee agrees to permit such activities.

When relevant and beneficial, communications about the Grant are encouraged and at the discretion of your organization. All communications, publicity or other materials which will be made publicly available that mention or refer to the Grant, the Foundation or employee of the Foundation that is prepared, produced or delivered by or on behalf of the Grantee, must be provided to the Foundation for written approval prior to the release of such materials to the public. This shall include, without limitation, letters, publications, articles, press releases, narratives, reports, endorsements, quotes, photographs, slides, videos, website postings, blog postings and social media/networking postings. We ask that grantees not take any action in making such materials public until the Foundation has provided written approval.

In preparing any such materials, the Grantee agrees to the following guidelines:

- a. For press releases, submitting a minimum of 48 hours prior to scheduled distribution. Submission should be made to the Grantee's Foundation program officer and the Foundation's Communications Team at communications@stdavidsfoundation.org.
- a. Once approved, a general statement about the Grantee's grant funding from the Foundation can be used repeatedly, if used without modification.
- b. Use the full name, "St. David's Foundation" and do not shorten or abbreviate.
- c. Use of the Foundation name or logo must be in keeping with the St. David's Foundation brand guidelines. For electronic files of the logo and/or questions, please email the Foundation's Communications Team at communications@stdavidsfoundation.org

J. RELATIONSHIP OF THE PARTIES.

The relationship of the Foundation and the Recipient is that of donor/donee or grantor/grantee. Despite public statements to the effect that the Foundation and the Recipient are "partners" in improving the health of the people of Central Texas, the use of such terms is intended simply as a metaphor for the cooperation between the Recipient and the Foundation in connection with their pursuit of their individual missions. This letter of Agreement does not create a partnership, joint venture, agency, or employment relationship between the Recipient and the Foundation. Neither this letter of Agreement nor the Contribution creates an obligation on the part of the Foundation to continue funding of the Recipient or its programs.

K. TERMINATION PROVISION

The Foundation reserves the right to terminate payments under the grant Agreement at any time, with or without cause.

L. MISCELLANEOUS.

- a. Amendments. No amendment to this Agreement, nor waiver of any of its provisions, shall be valid unless in writing and signed by all of the parties hereto.
- b. Notice. Any notice to any party to this Agreement must be delivered via email as follows:

If to Contributor:
 aasante@stdavidsfoundation.org
 rmoffitt@stdavidsfoundation.org

If to Recipient:
 phofmann@cityofbastrop.org
 rgleason@cityofbastrop.org
 debbie@bastropcares.org

- c. Governing Law. This agreement is made and entered into in the State of Texas, and shall be construed and governed by its laws, excluding its conflicts of law rules.
- d. Fundraising. The Foundation does not sponsor fundraising events of its grantees, and any Foundation representatives attending Recipient's fundraising events are required to purchase tickets.

Accepted and Agreed:


DocuSigned by:

 7C73D0863B324D8

 Paul Hofmann
 City Manager
 City of Bastrop

2/7/2022

 Date



 Edward B. Burger, Ph.D.
 President and CEO
 St. David's Foundation

2/2/2022

 Date

EXHIBIT A
Distribution of Funds

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

Tax ID # 746000231

2021 Contribution to City of Bastrop for project City of Bastrop Parks and Recreation Master Plan

Program Officer: Abena Asante

Payment schedule:

Amount of grant for 2021 financial year: **\$250,000**

Schedule Date	Amount	Notes	Status
6/15/2022	\$125,000	PO check-in prior to payment disbursement	Scheduled
1/15/2023	\$125,000	PO check-in prior to payment disbursement	Scheduled

General Requirements:

1) Any significant changes in project and/or organizational leadership should be reported to the Foundation within 30 days of the change.


For Accounting Use:	RECORD ID:	3950
Check Payable to:	City of Bastrop	
Strategic Priority:	Rural	
Grant Type:	Programmatic	
CEO Approval:	12/13/2021	
Special Instructions for Accounting:		
CEO/ED Email: Paul Hofmann, phofmann@cityofbastrop.org		
 Approved for payment:		

EXHIBIT B
Reports and Metrics*

Reports should be submitted to St. David's Foundation using the online grant portal.

REPORT SCHEDULE

Report #1 – Due by May 1st, 2022

Reporting may include:

- Narrative summary of project updates

Report #2 – Due by December 1st, 2022

Reporting may include:

- Narrative summary of accomplishments, challenges, and changes in financial sustainability
- Current Budget v Actual

Project Status Meeting – Due the month of May 2023

Final Report #3 – Due July 1, 2023

Reporting may include:

- Narrative summary of accomplishments, challenges, and changes in financial sustainability
- Final Budget v Actual

**St. David's Foundation reserves the right to request ongoing progress and/or budget updates through the project cycle to ensure deliverables are met.*

EXHIBIT C
Special Requirements

Please note there are two conditions to the grant award:

- 1) The City of Bastrop invests dedicated key, FTEs equivalent or more than \$125,000 to the project;
- 2) Bastrop County Cares continues to be involved as:
 - a) an advisor to ensure that the project has authentic community engagement to design the Master Plan;
 - b) selection of consultants and c) project is congruent to other developing local efforts.