



National Trust *for* Historic Preservation

Save the past. Enrich the future.

March 13, 2024

Ms. Stephanie Reyes
City Manager
City of San Marcos
401 E Hopkins
San Marcos, TX 78666

**Re: American Express Partners in Preservation: Main Streets Grant
("Agreement")**

Dear Ms. Reyes:

It is my pleasure to inform you that your application for an American Express Partners in Preservation: Main Streets Grant has been approved by the National Trust for Historic Preservation (the "National Trust"). The National Trust is very supportive of your worthwhile preservation activity. It was selected from many qualified applicants competing for a very limited amount of funds. We hope that this support and financial commitment will assist your organization in raising any additional funds needed for this historic preservation activity.

By signing this Agreement and accepting the funds, City of San Marcos (the "Grantee") agrees to abide by the terms and conditions set forth below.

- 1. Award and Budget.** The National Trust approves an award of \$150,000 (the "Grant Funds") to the Grantee for Dunbar School Building Repair (the "Project"), (the "Grant"). The work will include repair of the building envelope to include roof replacement, siding replacement, and window replacement. The Grant Funds must be used exclusively for charitable purposes as described in Section 501(c)(3) of the Internal Revenue Code, and only in support of the Project. Any changes to either the budget or use of Grant Funds as described in your application must be approved in advance by the National Trust.
- 2. Term.** The Project must be completed in **one (1) year** from the date of the first disbursement of Grant Funds from the National Trust (the "End Date"). Should any problems arise that would prevent you from completing the Project by the End Date, Grantee must submit a written request for an extension of this Agreement to the National Trust within ten (10) days of the End Date.
- 3. Approval of Consultant, Contractors, & Partners.** The National Trust approves your selection of the consultant(s) for this Project stated in your application. If you have not yet selected a consultant, then Grantee agrees to obtain the National Trust's prior written approval for any consultant paid with Grant Funds. Please submit the name of the selected consultant along with their CV or website through the National Trust's grant management system. If the Grantee wishes to change consultants, the National Trust's prior written approval is required.
- 4. Competitive Procurement Process.** Grantee agrees that all procurement of goods and services for the Project shall be conducted in a manner that provides maximum open and free competition and consideration of minority and women-

owned business enterprises. Grantee must also maintain adequate procedures to ensure that the procurement of goods and services, including consultant services, do not present a conflict of interest.

5. **Preservation Work.** Any documents or plans for preservation work or capital (construction) work that relate to or result from the Project must conform to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, as appropriate.
6. **Grant Disbursements.** The Grant will be paid in two equal installments. The first installment of 50% of the Grant will be paid following receipt by the Grantor of the fully executed grant agreement. The second installment of 50% of the Grant will be paid after the project is complete and the grantee has submitted a final report which demonstrates the project was finished in compliance with the terms stated in this agreement
7. **Final Report.** Within thirty (30) days of the End Date, the Grantee agrees to submit to the National Trust a final report and financial accounting on the use of the Grant Funds, as well as any materials or reports created from the Grant. **The final report must be submitted online in the same system used to submit the grant application.** See the "FAQs" section of our website (SavingPlaces.org/Grants-FAQs) for the link to that system.
8. **License to Use Grant Materials.** In accepting this Grant, the Grantee grants to the National Trust a non-exclusive, royalty-free, perpetual, and transferable license to use, and to allow others to use, any and all application materials, reports, documents, photographs, or other materials funded by the Grant (the "Grant Materials") along with the right to use the Grantee's name and logo for non-profit, educational, and promotional purposes related to the National Trust. Grantee also agrees to allow the National Trust to take its own photographs or video recordings of the Project. The provisions of this paragraph shall survive termination or expiration of this Agreement and remain in full force and effect.
9. **Publicity and Acknowledgement of Grant Support.** Grantee agrees to acknowledge the support of the American Express Partners in Preservation program in all print, audio, electronic, and film/video media that it produces concerning the Project by including the following statement:

"This Project is supported by a grant from the American Express Partners in Preservation program, a partnership of the National Trust for Historic Preservation and the American Express Foundation."

Grantee should be prepared, at the request of the National Trust, to produce a plaque commemorating the organization's participation in Partners in Preservation and the contributions of the National Trust and American Express. Grantee agrees to permanently display the plaque in a prominent interior location on the project site. Grantee will be notified with in twenty-four (24) months of completion of this agreement if the plaque will be required.

10. Additional Information; Recordkeeping. Grantee agrees to provide any other information and documents requested by the National Trust to describe the work on the Project and/or all expenditures of Grant Funds and to demonstrate the Grantee's compliance with the terms of this Agreement. Grantee agrees to maintain complete books and records of revenues and expenditures relating to the Grant, together with appropriate supporting documentation, for at least three (3) years. Grantee agrees to make these books and records available for inspection at reasonable times if deemed necessary by the National Trust.

11. Representations and Warranties. Grantee represents and warrants that:

- a. it is a 501(c)(3) nonprofit corporation in good standing or a public agency;
- b. if it has previously received financial assistance from the National Trust, all prior grant requirements were satisfied or are current as of the date of this Agreement;
- c. with respect to the Grant Materials, (i) Grantee is solely responsible for the creation of the Grant Materials; (ii) the Grant Materials are original and have never been published (except for material subject to copyright for which the Grantee has obtained permission to use); (iii) Grantee has not previously assigned, pledged, encumbered, or authorized their publication in a manner than conflicts with this Agreement; (iv) the use of the Grant Materials will not infringe upon any copyright, trademark, or other proprietary rights, violate any right of privacy, or contain libelous material; and (v) the Grant Materials contain only information and data that is true and accurate to the best of the Grantee's knowledge, belief, and expertise; and
- d. the representative executing this Agreement has the power and authority to bind the Grantee to the terms of this Agreement and to convey the rights granted to the National Trust.

The representations and warranties of this paragraph shall survive the termination or expiration of this Agreement and remain in full force and effect.

12. Indemnification. Grantee shall defend, indemnify, and hold harmless the National Trust and its respective officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) based upon or arising out of any act, omission, negligence, misconduct, and/or breach of this Agreement by the Grantee, its officers, directors, employees, or agents, while engaged in the performance of this Agreement and/or in carrying out the Project. The provisions of this paragraph shall survive the termination or expiration of this Agreement and remain in full force and effect.

13. Lobbying and Political Activities. No part of the Grant will be used for lobbying activities or to participate in any political campaign in support of or in opposition to any candidate for public office.

14. Equal Opportunity. Grantee agrees not to discriminate against any employee or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation or veteran status.

15. Change in Status. Grantee shall notify the National Trust immediately of any change in: (a) Grantee's tax-exempt status or (b) Grantee's executive staff or key staff responsible for the Project.

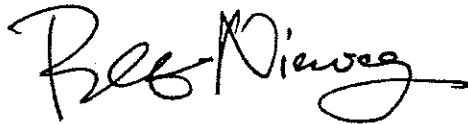
16. Requirement to Return Grant Funds. Grantee agrees to return the Grant Funds if the Grantee: (1) fails to complete the Project as described in the application; (2) fails to complete the Project by the End Date; (3) fails to obtain the National Trust's written approval prior to making a material change to the Project; (4) fails to submit the final report within thirty (30) days of the End Date. Grantee agrees to return the Grant Funds to the National Trust no later than thirty (30) days after receipt of notice from the National Trust.

17. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the Grant and cannot be amended without the mutual written agreement of the parties. This Agreement cannot be assigned by the Grantee without the National Trust's prior written approval. This Agreement is made in and will be governed by the laws of the District of Columbia.

Please sign and return this Agreement to the National Trust as soon as possible.

Please contact our office for any additional assistance. We are pleased to assist in your preservation project and trust that this grant will prove valuable to your efforts.

Sincerely,

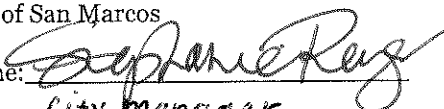


Robert Nieweg
Senior Vice President, Preservation Services and Outreach

AGREED AND ACCEPTED BY:

GRANTEE

City of San Marcos

Name: 

Title: City Manager

Date: 5/16/24