

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION  
SPECIAL PROJECTS GRANT PROGRAM**

**Grant Number: «Grant\_Number»**

**I. CONTRACTING PARTIES**

Grantor: Texas State Library and Archives Commission (TSLAC)  
Subrecipient: «Legal\_Entity», «Library\_Name»  
«Mailing\_Address»  
«Mailing\_City», TX «Mailing\_Zip\_Code»  
DUNS No.

**II. TERM OF GRANT**

September 1, 2015, through August 31, 2016 (SFY 2016)

**III. STATEMENT OF SERVICES TO BE PERFORMED**

Subrecipient shall provide services as outlined in the approved grant application (Special Projects Grant for State FY16) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes and will comply during the period of this contract. The approved grant application submitted by Subrecipient is incorporated into this contract as if fully set forth herein. In the event of any conflict between the grant application and this contract, this contract shall prevail.

**IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS**

- A. The total amount of the grant shall not exceed: «Total». Indirect costs, as included in the total amount awarded, shall not exceed << %>> or <<\$00.00>> as indicated in the budget below.
- B. Source of funds:  
Institute of Museum and Library Services (IMLS)  
CFDA Name: LSTA State Grants                      CFDA #: 45.310  
Federal Award Identification #: LS-00-15-0044-15; Federal Award Date: January 28, 2015
- C. The Subrecipient is restricted to one of two methods for requesting funds from TSLAC. The Subrecipient may request reimbursement of actual expenditures for the Subrecipient’s normal billing cycle, or advance payment for estimated expenditures to be incurred in the 30-day period following the request. Only Subrecipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.
- D. The Subrecipient must request payments from TSLAC using TSLAC’s Request for Funds form (RFF) via TSLAC’s online Grant Management System (GMS), located at <https://gms.tsl.texas.gov>. Requests may be submitted to TSLAC no more often than once per month, and no less often than once per quarter. Funds will be processed and paid to the Subrecipient provided TSLAC has received a fully executed contract, and Subrecipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted supporting documentation with the RFF.
- E. When submitting an RFF for reimbursement, the Subrecipient must provide TSLAC with documentation, such as invoices, time sheets, and/or pay stubs, and Attachment A (RFF Supporting Documentation Summary) to support the amount requested before payment will be processed. Subrecipient must submit the final request for reimbursement no later than **September 30, 2016**.
- F. The Subrecipient may not obligate or encumber grant funds after **August 31, 2016**. All obligations and encumbrances must be liquidated or paid no later than **October 15, 2016**.
- G. Interest earned in excess of \$500 on advanced funds, must be returned to TSLAC, per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must be returned to TSLAC with the Final Financial Status Report (FSR) per requirements in UGMS. See Section VII. C. of this contract for FSR due dates. As part of the Section VII reporting requirements, the Subrecipient will notify TSLAC of the amount of projected unexpended funds with each FSR submitted. If the Subrecipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the amount specified in Section IV. A. above.
- H. Per the approved grant application, funds are authorized according to the following budget:

<u>Personnel</u>	«Personnel»
<u>Fringe Benefits</u>	«Fringe Benefits»
<u>Travel</u>	«Travel»
<u>Equipment/Property</u>	«Equipment/Property»
<u>Supplies</u>	«Supplies»
<u>Supplies-Equipment</u>	«Supplies-Equipment»
<u>Services</u>	«Services»
<u>Consultant Fees</u>	«Consultant»
<u>Indirect Costs</u>	«IC»
<u>Total</u>	«Total»

## V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Subrecipient must request a Budget and/or Program Revision for fiscal and/or programmatic changes as outlined in this Section. Subrecipient must submit a request for Budget and/or Program Revision electronically on the TSLAC GMS. Under no condition may a Subrecipient request to exceed the total grant amount. TSLAC must receive all change requests on or before **July 15, 2016**. Requests received after this date will generally be declined, but may be considered on a case-by-case basis if extenuating circumstances exist. **Subrecipient must submit a Budget and/or Program Revision to TSLAC before obligating or expending grant funds under any of the following conditions.**

- A. Fiscal changes require an approved Budget Revision under any of the following conditions:
  - 1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant; and/or,
  - 2. Transferring any funds into a budget cost category that currently equals zero (\$0); and/or,
  - 3. Expending any program income earned through the utilization of resources funded by this grant; and/or,
  - 4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.
- B. Programmatic changes to the approved grant application require an approved Program Revision under any of the following conditions:
  - 1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; and/or,
  - 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

## VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. If conditions described in Section V.A.1. are met, fiscal changes to items listed in the Equipment/Property Budget category specified in Section IV. H of this contract require a pre-approved Budget Revision. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation may be included in or excluded from the expenditure cost in accordance with the Subrecipient's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Subrecipient will comply with UGMS requiring certain items of equipment to be maintained on inventory if the item's cost is between \$500 and \$1000.
- C. Equipment costing \$5,000 or more per unit requires approval before purchase. In those instances, TSLAC will secure approval from IMLS on behalf of the Subrecipient, and inform Subrecipient of approval once received.
- D. The Subrecipient agrees to submit the most current TSLAC Equipment/Property Report electronically via TSLAC'S GMS after the Final FSR is submitted, but no later than **October 31, 2016**, for all equipment/property purchased with grant funds during the SFY16 grant year. This list must balance with the equipment/property purchased under the approved grant application and all subsequently approved budget and/or program revisions.
- E. Subrecipient must furnish a statement to TSLAC certifying the governing entity's capitalization level with the signed grant contract. Subrecipient agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- F. Subject to the obligations and conditions set forth in the UGMS, title to equipment acquired under a grant will vest in the Subrecipient upon acquisition. Subrecipient must include any equipment/property acquired with grant funds in the required biennial property inventory, and follow the UGMS requirement that the Subrecipient reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to TSLAC, but must be maintained by the Subrecipient and will be subject to review and/or audit by TSLAC. When property is vested in the Subrecipient, Subrecipient will dispose of equipment/property in accordance with UGMS. When the Subrecipient has been given federally or state-owned equipment/property, Subrecipient will follow the guidance as set forth in UGMS.

## VII. REPORTING REQUIREMENTS

The State Legislature has charged TSLAC with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Subrecipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Subrecipient is responsible for submitting periodic reports that reflect the Subrecipient's level of performance on these services to TSLAC. To comply with these requirements, the Subrecipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in Subrecipient's internal audit report or grant activities. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines
- B. The Subrecipient agrees to submit quarterly performance reports detailing grant-funded activities via the TSLAC GMS on or before due dates listed in the following schedule. In the event that a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Subrecipient agrees to submit Legislative Budget Board (LBB) measures, as defined by TSLAC, in the reports, and to work with agency staff in the development and reporting of Project outcomes.

LBB measures may include the numbers of: a) books and other materials purchased with grant funds; b) persons provided grant-sponsored services; and/or c) library staff trained or assisted in order to carry out the grant-funded activities.

**Reporting Period**

**Q1 (September 1, 2015–November 30, 2015)**

**Q2 (December 1, 2015–February 29, 2016)**

**Q3 (March 1, 2016–May 31, 2016)**

**Q4 (June 1, 2016–August 31, 2016)**

**Due Date**

**December 7, 2015**

**March 7, 2016**

**June 7, 2016**

**September 7, 2016**

- C. The Subrecipient agrees to submit quarterly Financial Status Reports via the TSLAC GMS on or before the due dates listed in the following schedule. In the event that a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Subrecipient should submit a Final FSR once all grant funds have been expended and reimbursed.

**Reporting Period**

**Q1 (September 1, 2015–November 30, 2015)**

**Q2 (December 1, 2015–February 29, 2016)**

**Q3 (March 1, 2016–May 31, 2016)**

**Q4 (June 1, 2016–August 31, 2016)**

**Due Date**

**December 31, 2015**

**March 31, 2016**

**June 30, 2016**

**September 30, 2016**

In the event the Subrecipient has not received the final reimbursement by August 31, 2016, a fifth and final FSR must be submitted no later than **October 31, 2016**, to report any funds received after August 31, 2016.

- D. The Subrecipient will assure that all fiscal reports or vouchers requesting payment under this agreement will include a certification, signed by an official who is authorized to legally bind the Subrecipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. The Subrecipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (2 CFR §200.415(a))
- E. The Subrecipient agrees to submit the Grant Contract Checklist to TSLAC no later than **October 31, 2016**.
- F. The Subrecipient agrees to submit an audit certification form for the auditable period encompassing August 31, 2016, to TSLAC no later than **December 31, 2016**.
- G. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.
- H. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

## **VIII. GENERAL TERMS AND CONDITIONS**

- A. The Subrecipient will comply with the Special Projects Grant Program Guidelines for SFY 2016.
- B. The Subrecipient will comply with the Rules for Administering the Special Projects Grant, Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter C, Division 4, Rules 2.410–2.412; and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines.
- C. The Subrecipient will comply with the rules and guidance of the following as applicable:
- 1) Texas Uniform Grants Management Standards (UGMS) ([comptroller.texas.gov/procurement/catrad/ugms.pdf](http://comptroller.texas.gov/procurement/catrad/ugms.pdf)); and
  - 2) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 3187 (Supercircular)) ([www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards#h-4](http://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards#h-4)).
- D. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. IMLS and TSLAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or state government purposes. (2 CFR Part 200.315)
- E. Subrecipient understands that the federal awarding agency, IMLS, and TSLAC have the right to:
- 1) obtain, reproduce, publish or otherwise use, the data produced under a Federal award; and
  - 2) authorize others to receive, reproduce, publish or otherwise use such data for Federal or state government purposes.
- F. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services ([www.imls.gov/recipients/imls\\_acknowledgement.aspx](http://www.imls.gov/recipients/imls_acknowledgement.aspx)) and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation.

Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Subrecipients through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded..

- H. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2013-2017 is submitted on December 31, 2018. **The Subrecipient must maintain all grant-related records through December 31, 2021. Subrecipients that operate as state agencies must comply with S.B. 20 (Section 441.1855) relating to state agency contracting and the retention of all contract-related documents.**

**In the event the Subrecipient or receiving entity no longer exists, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of said records.**

- I. This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Subrecipient shall:
1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Subrecipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
  2. Reduce expenses to a minimum and not undertake any forward commitment. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in Section IV of this document and according to a timeline mutually agreed upon by both parties.

In the event the Subrecipient loses all staff prior to the end of the grant period or the termination date, whichever is earlier, the Subrecipient is obligated to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records and requirements for disposition of equipment and supplies.

## IX. ENFORCEMENT

- A. Remedies for noncompliance. If a Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
  2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
  4. Withhold further awards for the program; or
  5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- C. Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
  2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 and state law.

## X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Erica McCormick, Grants Administrator  
Phone: 512-463-5527/ Fax: 512- 936-2306  
E-mail: emccormick@tsl.texas.gov

Questions or documentation relating to requests for funds and financial status reports should be directed to:

Tamra Lavin, Grants Accountant  
Phone: 512-463-5472 / Fax: 512-475-0185  
E-mail: tlavin@tsl.texas.gov or grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants

Phone: 512-463-6626 / Fax: 512-475-0185

E-mail: rcannon@tsl.texas.gov

Payments from Subrecipient to TSLAC, such as those for excess advanced funds or for interest earned on advanced funds, should be mailed to the following address with a revised FSR, an explanation of the purpose of the payment, and the grant number:

Grants Accountant  
Accounting and Grants Department  
Texas State Library and Archives Commission  
PO Box 12516  
Austin, TX 78711-2516

## **XI. APPLICABLE AND GOVERNING LAW**

- A. The laws of the State of Texas shall govern this grant.
- B. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- C. This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

## **XII. GRANT CERTIFICATIONS**

- A. TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Government Code §441.135; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 4, Rules 2.410–2.412 regarding the Special Projects Grant Program; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the State Plan for the LSTA in Texas; and UGMS.
- B. The Subrecipient certifies that all costs included in this grant award are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.
- C. The Subrecipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.
- D. The Subrecipient affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Subrecipient further affirms that its employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.
- E. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- F. Subrecipient has provided to TSLAC the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Subrecipient agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.
- G. Subrecipient certifies by this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any Federal department or agency, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities, 2 CFR Part 180 Subchapter C. 180.335. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this contract.
- H. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR Part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR Part 180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the

preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.

- I. The Subrecipient certifies that no Federal funds from this grant award will be made available for a public library, or public elementary or secondary school library that does not currently receive E-rate services, to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet, unless the library has certified compliance with the applicable CIPA requirements. Should Federal funds awarded as part of this grant be used to purchase computers for a public library, or public elementary or secondary school library that does not currently receive E-rate services, to be used to access the Internet or pay for the direct costs of accessing the Internet, Subrecipient will ensure Certification forms are received from all libraries receiving benefits of federal funds expended under this contract.
- J. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:
  - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procure a commercial sex act during the period of time that the award is in effect; or
  - c. Use forced labor in the performance of the award or subawards under the award.
- K. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- L. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds:
  1. A Subrecipient must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
  2. A Subrecipient must ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
  3. A Subrecipient must comply with Texas Government Code, Chapter 551, that requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.
  4. A Subrecipient must comply with the Texas Family Code, Section 261.101 that requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipients shall also ensure that all program personnel are properly trained and aware of this requirement.
  5. Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
  6. Subrecipients will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §§276c and 18 U.S.C. §§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
  7. Subrecipients will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §7321-29) that limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
  8. Subrecipients will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
  9. Subrecipients will ensure that the facilities under its ownership, lease or supervision that shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
  10. Subrecipients will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

11. Subrecipients will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), that prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
12. Subrecipients will comply with all Federal tax laws and are solely responsible for filing all required state and federal tax forms.
13. Subrecipients will comply with all applicable requirements of all other Federal and state laws, executive orders, regulations and policies governing this program.
14. Subrecipients must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**XIII. SIGNATURES**

**GRANTOR**

**Texas State Library and Archives Commission**

\_\_\_\_\_  
Mark Smith, Director and Librarian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donna Osborne, Chief Financial Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Littrell, Library Development and Networking Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erica McCormick, Grants Administrator

\_\_\_\_\_  
Date

**SUBRECIPIENT**

**«Legal\_Entity», «Library\_Name»**

\_\_\_\_\_  
Signature (official empowered to enter into contracts)

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date