

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION
LIBRARY SERVICES FOR BORDER CITIES GRANT**

Grant Number: XXX-XXXXX

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)
Recipient: XXXXX
XXXXX
XXXXX

II. TERM OF GRANT

March 1, 2020, through August 31, 2021

III. STATEMENT OF SERVICES TO BE PERFORMED

Recipient shall provide services as outlined in the submitted grant application (Library Services for Border Cities Grant for SFY 2020) as approved by TSLAC. Grant funds must be used to meet TSLAC and State goals. The Recipient must report information relating to performance outcomes during the period of this contract. The approved grant application submitted by Recipient 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: \$400,000.00.
- B. Source of funds: State of Texas General Revenue Funds, per Rider 12. Library Services for Border Cities, Texas State Library and Archives Commission, House Bill 1, General Appropriations Act, 86th Legislature.
- C. The Recipient is restricted to one of two methods for requesting funds from TSLAC. The Recipient may request reimbursement of actual expenditures for the Recipient’s normal billing cycle, or advance payment for estimated expenditures to be incurred in the 30-day period following the request. Only Recipients 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 Recipient must request reimbursements or advance payments from TSLAC using TSLAC’s Request for Funds form (RFF) via TSLAC’s online Grant Management System (GMS), located at <https://grants.tsl.texas.gov>. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Recipient provided TSLAC has received a fully executed contract, Recipient has fulfilled all reporting and training requirements for current and preceding contracts, and Recipient has submitted acceptable supporting documentation regarding appropriate expenditures with the RFF.
- E. When submitting an RFF for reimbursement, the Recipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed.
- F. The Recipient may not obligate or encumber grant funds after **July 15, 2021**. Recipient must submit the final request for reimbursement no later than **August 1, 2021**. All supporting documentation must be submitted no later than **August 31, 2021**.
- G. Recipient agrees to expend funds on a regular basis and/or provide notice relating to unexpended funds by **June 30, 2021**.
- H. 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 per requirements in UGMS.
- I. Per the approved grant application, funds are authorized according to the following budget:

Travel	\$ 0.00
Equipment	\$ 0.00
Supplies/Materials	\$ 0.00
Services	\$ 0.00
Consultant Fees	\$ 0.00
Total	\$400,000.00

V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Recipient must request a budget and/or program revision for fiscal and/or programmatic changes as outlined in this Section. Recipient must submit a change request for budget and/or program revisions electronically on TSLAC's GMS. Under no condition may a Recipient request to exceed the total grant amount. TSLAC must receive all change requests on or before **June 15, 2021**. Requests received after this date will generally be declined but may be considered on a case-by-case basis if extenuating circumstances exist. **Recipient must submit a budget and/or program change request 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 approved budget;
 - 2. Transferring any funds into a budget cost category that currently equals zero (\$0);
 - 3. Expending any program income earned through the utilization of resources funded by this grant; 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; 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.I. are met, any fiscal change to items listed in the Equipment budget category specified in Section IV. I. of this contract will 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 Recipient's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Recipient will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) 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 review and approve proposed purchases as applicable.
- D. Recipient must furnish a statement to TSLAC certifying the governing entity's capitalization level with the signed grant contract. Recipient agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- E. Subject to the obligations and conditions set forth in UGMS, title to equipment acquired under a grant will vest in the Recipient upon acquisition. Recipient must include any equipment/property acquired with grant funds in the required biennial property inventory and follow the UGMS requirement that the Recipient 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 Recipient and will be subject to review and/or audit by TSLAC. When property is vested in the Recipient, Recipient will dispose of equipment/property in accordance with UGMS. When the Recipient has been given federally or state-owned equipment/property, Recipient 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 Recipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Recipient is responsible for submitting periodic reports that reflect the Recipient's level of performance on these services to TSLAC. To comply with these requirements, the Recipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Recipient 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 the Recipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Recipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines
- B. The Recipient agrees to submit semi-annual 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. Recipient 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 following numbers: 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

2020 Q3 (March 1, 2020–May 31, 2020)
2020 Q4 (June 1, 2020–August 31, 2020)

Due Date

June 7, 2020
September 7, 2020

2021 Q1 (September 1, 2020–November 30, 2020)
2021 Q2 (December 1, 2020–February 28, 2021)
2021 Q3 (March 1, 2021–May 31, 2021)
2021 Q4 (June 1, 2021–August 31, 2021)

December 7, 2020
March 7, 2021
June 7, 2021
September 7, 2021

- C. The Recipient will ensure 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 Recipient, 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 Recipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.
- D. The Recipient agrees to submit an audit certification form for each auditable period ending August 31, 2020, and August 31, 2021, to TSLAC **no later than December 31 of each year, respectively, or other deadlines as specified by TSLAC.**
- E. If a single audit is required, the Recipient will comply with the State of Texas Single Audit Circular (UGMS, Part IV). The audit shall be completed and the reporting package shall be submitted 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.
- F. 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 Recipient will comply with the Library Services for Border Cities Grant Guidelines, SFY 2020.
- B. The Recipient will comply with Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines.
- C. The Recipient will comply with the rules and guidance of the Texas Uniform Grants Management Standards (UGMS) (<https://comptroller.texas.gov/purchasing/docs/ugms.pdf>).
- D. The Recipient may copyright any original works using funds obtained under this grant, subject to a royalty-free, nonexclusive and irrevocable license hereby reserved by TSLAC. Recipient grants to TSLAC an unrestricted right to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes, the copyright in any work developed under this section and any rights of copyright to which Recipient purchases ownership with grant support.
- E. All publicity relating to the grant award must include acknowledgment of 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 Recipient's website, and materials distributed through the grant project. The Recipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- F. Recipients 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 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.
- G. Recipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Recipient 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. Recipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Recipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.
- H. The Recipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award. **The Recipient must maintain all grant-related records through December 31, 2024.**
In the event the Recipient or receiving entity no longer exists, the Recipient 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 Recipient shall:

1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Recipient 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.H. of this document and according to a timeline mutually agreed upon by both parties.
- J. In the event the Recipient loses all staff prior to the end of the grant period or the termination date, whichever is earlier, the Recipient 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 Recipient 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 Recipient, 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 Recipient'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 Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient 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 Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them. Other Recipient 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 Recipient 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 Recipient from being subject to "Debarment and Suspension" under Executive Order 12549 (See UGMS, Part III, Subpart C, Sec. 35) 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, Program Coordinator
 Phone: 512-463-5527/ Fax: 512- 936-2306
 E-mail: grants@tsl.texas.gov

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

Jo Ann Ramirez, Chief Accountant
 Phone: 512-463-5473 / Fax: 512-475-0185
 E-mail: 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 Recipient to TSLAC, such as refunds and those for excess advanced funds or for interest earned on advanced funds, should be mailed to the following address with 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 any court of competent jurisdiction in Travis County, Texas.
- C. This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract if 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 1, Rules 2.110–2.119 regarding General Grant Guidelines; and UGMS.
- B. The Recipient certifies that all costs included in this grant award are properly allocable to state 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 Recipient 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 Recipient certifies by this contract that no State appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress or the Texas Legislature, or an officer or employee of Congress or the Texas Legislature in connection with the awarding of any Federal/State grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal/State grant or cooperative agreement. If any non-Federal/State appropriated funds have been paid or will be paid for such purpose, the Recipient shall contact TSLAC for the appropriate disclosure form.
- E. Recipient certifies that neither Recipient 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 §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 §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 Recipient is unable to certify to any of the statements in this certification, the Recipient shall attach an explanation to these Certifications.
- F. The Recipient 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).
- G. State law requires a number of assurances from applicants for state-appropriated funds. These requirements (UGMS Part III, Subpart B, Sec. 14 – State Assurances) are incorporated by reference. It is Recipient’s responsibility to make the standard assurances.

XIII. SIGNATURES

The undersigned hereby execute this contract.

GRANTOR

Texas State Library and Archives Commission

RECIPIENT

XXXXXXXXXXXXXXXX

Mark Smith, Director and Librarian

Signature (official empowered to enter into contracts)

Date

Typewritten or Printed Name

Donna Osborne, Chief Financial Officer

Title

Date

Date

Jennifer Peters, Library Development and Networking Director

Date

Erica McCormick, Program Coordinator

Date