

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION  
TEXAS READS GRANT PROGRAM**

**Grant Number: 451-14010**

**I. CONTRACTING PARTIES**

Grantor: Texas State Library and Archives Commission (TSLAC)  
Grantee: Tom Green County, Tom Green County Library System  
33 W Beauregard Ave  
San Angelo, TX 76903

**II. TERM OF GRANT**

September 1, 2013, through August 31, 2014 (SFY 2014)

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

Grantee shall provide services as outlined in the approved grant application. Grant funds must be used to meet TSLAC and federal goals. The Grantee must report information relating to best practices and performance outcomes. The Grantee will comply during the period of this contract and provide services as outlined within the approved grant application (Texas Reads Grant for State FY14) as approved by the Grantor. The approved grant application submitted by Grantee 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: \$3,000.00
- B. Source of funds:  
Federal Funds, CFDA # 45.310; Federal Award #LS-00-13-0044-13  
Institute of Museum and Library Services, State Library Program (IMLS)  
Federal Fiscal Year 2013
- C. The Grantee must request payments from Grantor using the TSLAC Request for Funds form (RFF) via the electronic TSLAC Grant Management System (GMS), located at <https://gms.tsl.state.tx.us/>. Requests may be submitted to Grantor no more often than once per month, and no less often than once per quarter. Funds will be processed and paid to the Grantee provided Grantor has received a fully executed contract, and Grantee has fulfilled all reporting requirements for current and preceding contracts and submitted supporting documentation with the RFF.
- D. The Grantee is restricted to one of two methods for requesting funds from Grantor. The Grantee may request reimbursement of actual expenditures for the Grantee's normal billing cycle, or advance payment for estimated expenditures to be incurred for the upcoming 30 days. Only Grantees providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from Grantor and disbursement of grant funds will be allowed to request advance payments.
- E. When submitting an RFF for reimbursement, the Grantee must provide Grantor with documentation, such as invoices, time sheets, and/or pay stubs, to support the amount requested before payment will be processed. Grantee must submit the final request for reimbursement no later than **September 30, 2014**.
- F. The Grantee may not obligate or encumber grant funds after **August 31, 2014**. All obligations and encumbrances must be liquidated or paid no later than **October 15, 2014**.
- G. Interest earned in excess of \$100 on advanced funds, must be returned to Grantor, per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must also be returned to Grantor with the Final Financial Status Report (FSR) per requirements in UGMS, Section III, Subpart D, Sec 50 (d)(2). See Section VI. B. of this contract for FSR due dates. As part of the reporting requirements in Section VI, the Grantee will regularly notify the Grantor of the amount of projected unexpended funds. The Grantor reserves the right to act as necessary to reduce any unexpended balances, including reducing the grant amount specified in Section IV. A. above.
- H. Per the approved grant application, funds are authorized according to the following budget:

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment/Property	\$0.00
Supplies	\$0.00
Contractual	\$3,000.00
Other	\$0.00
Total	\$3,000.00

**V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES**

The Grantee must request a Budget and/or Program Revision for fiscal and/or programmatic changes as outlined in this Section. Grantee must submit a request for Budget and/or Program Revision electronically on the TSLAC GMS. Under no condition may a Grantee request to exceed the total grant amount. Grantor must receive all change requests on or before **July 15, 2014**. Requests received after this date will generally be denied, but may be considered on a case-by-case basis if extenuating circumstances exist. **Grantee must submit a Budget and/or Program Revision to Grantor 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 which 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. G of this contract require a 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 Grantee’s regular accounting practices and Generally Accepted Accounting Practices (GAAP)
- B. The Grantee 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. The Grantee agrees to submit the most current TSLAC Equipment/Property Report electronically via the TSLAC GMS with the Final FSR, but no later than **October 31, 2014**, for all equipment/property purchased with grant funds during the SFY14 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.
- D. Grantee must furnish a statement to Grantor certifying the governing entity’s capitalization level with the approved grant application. Grantee 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 the UGMS Part III, Subpart C, Sec. 32, title to equipment acquired under a grant will vest in the Grantee upon acquisition. Grantee must include any equipment/property acquired with grant funds in the required bi-annual property inventory, and follow the UGMS Part III, Subpart C, Sec. 32 (d) that requires the Grantee to 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 Grantor, but must be maintained by the Grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec. 32 (e). When the Grantee has been given federally- or state-owned equipment/property, Grantee will follow the UGMS Part III, Subpart C, Sec. 32 (f).

**VII. REPORTING REQUIREMENTS**

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

- A. The Grantee agrees to submit 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. Grantee 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.

<u>Reporting Period</u>	<u>Due Date</u>
P1 (September 1, 2013 – February 28, 2014)	March 7, 2014
P2 (March 1, 2014 - August 31, 2014)	September 7, 2014

- B. The Grantee agrees to submit 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. Grantee should submit a Final FSR once all grant funds have been expended and reimbursed.

<u>Reporting Period</u>	<u>Due Date</u>
<b>P1 (September 1, 2013 – February 28, 2014)</b>	<b>March 31, 2014</b>
<b>P2 (March 1, 2014 - August 31, 2014)</b>	<b>September 30, 2014</b>

In the event the Grantee has not received the final reimbursement by August 31, 2014, a final FSR must be submitted no later than **October 31, 2014**, to report any funds received after August 31, 2014.

- C. The Grantee agrees to submit the Grant Checklist report form for the grant funded under this contract no later than **October 31, 2014**.
- D. The Grantee will send the Grantor a copy of all management letters issued by an auditor with the reporting package. As specified in UGMS Part IV, Subpart B, Sec. 235(c), the audit shall be completed and 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. The audit's *Schedule of Expenditures of Federal and State Awards* must list the amount of TSLAC awards expended for each award year separately.
- E. The Grantor reserves the right to withhold final payment on this Grant until all required reports are submitted.

## VIII. GENERAL TERMS AND CONDITIONS

- A. The Grantee will comply with the Texas Reads Grant Program Guidelines for SFY 2014.
- B. The Grantee will comply with the Rules for Administering the Texas Reads Grant, Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 7, Rules 2.710–2.712; and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines.
- C. The Grantee will comply with the following rules and guidance as applicable from the Texas Uniform Grants Management Standards (UGMS) ([www.governor.state.tx.us/files/state-grants/UGMS062004.doc](http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc)), Code of Federal Regulations (CFR) ([www.ecfr.gov](http://www.ecfr.gov)), and federal Office of Management and Budget (OMB) grants circulars ([www.whitehouse.gov/omb/grants\\_circulars.htm](http://www.whitehouse.gov/omb/grants_circulars.htm)):
- (1) Cost Principles for State and Local Governments and Other Affected Entities (UGMS, Section II; adapted from OMB Circular A-87 (2 CFR 225)) **or**  
Cost Principles for Educational Institutions (2 CFR 220 (OMB Circular A-21)) **or**  
Cost Principles for Non-Profit Organizations (2 CFR 230 (OMB Circular A-122));
  - (2) State Uniform Administrative Requirements for Grants and Cooperative Agreements (UGMS, Section III; adapted from OMB Circular A-102) **or**  
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (2 CFR 215 (OMB Circular A-110)); **and**
  - (3) State of Texas Single Audit Circular (UGMS, Section IV; adapted from OMB Circular A-133).
- D. The Grantee will comply with UGMS Part III, Subpart C, Sec. 34 Copyrights. 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:
- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
  - (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- E. All publicity relating to the grant award must include acknowledgement of the Institute of Museum and Library Services ([http://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 Grantee's website, and materials distributed through the grant project. The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the Final Performance Report.
- F. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee and the requirement to cooperate is included in any sub-grant awarded.
- G. The Grantee 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 Grantee must maintain all grant related records through December 31, 2021.**
- In the event the Grantee or receiving entity no longer exists, the Grantee will notify the Grantor in writing providing the name of the legal entity that will maintain the records and the location of said records.**

- H. 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 Grantee shall:
1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Grantee 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 Grantor 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 Grantee loses all staff prior to the end of the grant period or the termination date, whichever is earlier, the Grantee 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 Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, Grantor 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 Grantee or Sub-grantee, or more severe enforcement action by Grantor;
  2. Disallow all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee'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, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination — Costs to Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor expressly authorizes. Other Grantee or Sub-grantee costs during suspension or after termination that are necessary and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations properly incurred by the Grantee or Sub-grantee 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.
- D. Relationship to Debarment and Suspension — The enforcement remedies identified in this Section, including suspension and termination, do not preclude Grantee or Sub-grantee 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, Grants Administrator  
Phone: 512-463-5527 / Fax: 512-936-2306  
E-mail: [emccormick@tsl.state.tx.us](mailto:emccormick@tsl.state.tx.us)

Questions or concerns about financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants  
Phone: 512-463-6626 / Fax: 512-475-0185  
E-mail: [rcannon@tsl.state.tx.us](mailto:rcannon@tsl.state.tx.us)

Questions or documentation relating to required 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.state.tx.us](mailto:tlavin@tsl.state.tx.us) or [grants.accounting@tsl.state.tx.us](mailto:grants.accounting@tsl.state.tx.us)

Payments from Grantee to Grantor, such as those for excess advanced funds or for interest earned on advanced funds, should be mailed with a revised FSR, an explanation of the purpose of the payment, and the grant number. This information shall be directed to:

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. The Grantor may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

## XII. GRANT CERTIFICATIONS

- A. Grantor 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 9, Rules 2.710–2.712, regarding the Texas Reads Grant; 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 Grantee 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 Grantee 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.
- C. The Grantee certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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 Grantee shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Grantee 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.
- D. Grantee has provided to Grantor 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. Grantee agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.
- E. Grantee 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 Grantee is unable to certify to any of the statements in this certification, the Grantee shall attach an explanation to this contract.
- F. The Grantee 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, Grantee will ensure Certification forms are received from all libraries receiving benefits of Federal funds expended under this contract.
- G. The Grantee 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).
- H. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances):
  - (1) A subgrantee 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 subgrantee must insure 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 subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings

of governmental bodies to be open to the public, except as otherwise provided by law.

- (4) A subgrantee 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. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
- (5) Subgrantees 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) which 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), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which 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), which 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) which may apply to the application.
- (6) Subgrantees 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) Subgrantees 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) Subgrantees 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) Subgrantees will insure that the facilities under its ownership, lease or supervision which 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) Subgrantees 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) Subgrantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- (12) Subgrantees will comply with all Federal tax laws and are solely responsible for filing all required state and Federal tax forms.
- (13) Subgrantees will comply with all applicable requirements of all other Federal and state laws, executive orders, regulations and policies governing this program.
- (14) Subgrantees 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**

\_\_\_\_\_  
Donna Osborne, Chief Fiscal Officer

Date

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

8/27/13

Date

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

8/27/13

Date

**GRANTEE**

Tom Green County, Tom Green County Library System

\_\_\_\_\_  
*Michael D. Brown*  
Signature (official empowered to enter into contracts)

\_\_\_\_\_  
*Michael D. Brown*  
Typewritten or Printed Name

\_\_\_\_\_  
*County Judge*  
Title

\_\_\_\_\_  
*November 12, 2013*  
Date