

**TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
LIBRARY INFRASTRUCTURE FACILITY IMPROVEMENT (LIFI)
GRANT PROGRAM**

Grant Number: LIFI-26009-X

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)
Subrecipient: Burnet County, Burnet County Library System
100 E Washington St
Burnet, TX 78611-3114
Federal Unique Entity ID: NX8AEXE5ALC7

II. TERM OF GRANT

Contracted date of award through December 31, 2026.

III. STATEMENT OF SERVICES TO BE PERFORMED

Subrecipient shall provide services as outlined in the notice of funding opportunity (NOFO), Guidance for the Fiscal Year 2026 Library Infrastructure Facility Improvement (LIFI) and subrecipient's grant application for the LIFI grant program for FY26 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 during the period of this contract. The NOFO and approved grant application are incorporated into this contract as if fully set forth herein. In the event of any conflict between the NOFO, approved grant application, and this contract, the order of precedence shall be (1) this contract, (2) the Award Letter, (3) the Notice of Funding Opportunity, and (4) the approved grant application.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed: \$60,000.00. Indirect costs, as included in the total amount awarded, shall not exceed \$0.00 as indicated in the budget below.
- B. Source of funds:
U.S. Department of the Treasury
Assistance Listing Number/Title: 21.029 Coronavirus Capital Projects Fund
Federal Award Identification #: CPFFN0161; Federal Award Date: June 2, 2023
- C. The Subrecipient is restricted to one of two methods for requesting funds from TSLAC. The Subrecipient may request reimbursement of actual and allowable expenditures for the Subrecipient's normal billing cycle, or advance payment for estimated and allowable 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://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 Subrecipient provided TSLAC has received a fully executed contract, and the Subrecipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted all required documentation with the RFF.
- E. When submitting an RFF for reimbursement, the Subrecipient 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. Subrecipient must submit the final request for reimbursement with all supporting documentation no later than **December 31, 2026**. Requests or documentation received after the deadline(s) will generally be declined but may be considered on a case-by-case basis if the request does not create an undue burden on TSLAC business operations and Subrecipient demonstrates good cause for missing

the deadline(s) (i.e., the reason for missing the deadline is due to no unreasonable delay or fault of Subrecipient). The Subrecipient may not obligate or encumber grant funds after **November 1, 2026**. All obligations and encumbrances must be liquidated or paid no later than **December 31, 2026**.

- F. If the Subrecipient does not expend funds on a regular basis as determined by TSLAC and/or provide notice relating to unexpended funds by **September 30, 2026**, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the total amount of the grant specified in Section IV. A. above.
- G. Interest earned in excess of \$500 on advanced funds must be returned to TSLAC per requirements in the State of Texas Grant Management Standards (TxGMS). All unexpended grant funds must be returned to TSLAC per requirements in TxGMS.
- H. Per the approved grant application, funds are authorized according to the following budget:

Salaries/Wages/Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies/Materials	\$0.00
Services	\$111,216.00
Consultant Fees	\$0.00
Indirect Costs	\$0.00
Total	\$111,216.00

V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

If the Subrecipient anticipates a need for a budget or program revision, Subrecipient must notify TSLAC and, if approved by TSLAC, request a budget and/or program revision for fiscal and/or programmatic changes as outlined in this Section. Subrecipient must submit a change request for budget and/or program revisions electronically on TSLAC's GMS. Under no condition may a Subrecipient request to exceed the total grant amount. TSLAC must receive all change requests on or before **October 15, 2026**. Requests received after this date will generally be declined but may be considered on a case-by-case basis if extenuating circumstances exist as determined by TSLAC. **Subrecipient must submit a budget and/or program change request to TSLAC before obligating or expending grant funds as follows:**

- 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;
 - 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. ELIGIBLE AND INELIGIBLE EXPENSES

- A. The Subrecipient acknowledges that the allowable costs under this agreement are limited to those directly related to the approved project as outlined in the Subrecipient's application and award documentation. All expenditures must comply with applicable federal regulations, including 2 CFR 200 Subpart E – Cost Principles,

and must be reasonable, necessary, and allocable to the approved project scope.

B. Eligible Expenses

1. Eligible expenses under this agreement may include, but are not limited to:
 - Pre-project development costs and uses, including data-gathering, feasibility studies, community engagement and public feedback processes, planning and needs assessments, permitting, planning, architectural design, engineering design, and work related to environmental and historical reviews.
 - Costs of repair, rehabilitation, construction, improvement, equipment (e.g., devices and office equipment), and facilities (e.g., telecommunications equipment, including infrastructure for backhaul, middle, and last-mile networks)
 - Personnel costs, including salaries and fringe benefits for staff and consultants required for carrying out a Capital Project (such as project managers, program directors, subject matter experts, access consultants, grant administrators, financial analysts, accountants, and attorneys)
 - Ancillary costs necessary to operationalize and put the capital assets to full use, including costs to increase broadband adoption and improve digital literacy
 - Costs associated with monitoring of and reporting on projects in compliance with U.S. Treasury requirements, including award closeout costs
 - Costs associated with collecting and measuring performance data and conducting activities needed to establish and maintain a performance management and evaluation regime related to projects funded by the Capital Projects Fund program.
2. The Subrecipient is responsible for ensuring that all expenses incurred under this agreement are consistent with their approved project budget and must seek prior approval for any deviations that would result in changes to the scope, budget categories, or use of funds. Costs not aligned with the approved project scope or those determined to be unallowable under 2 CFR 200 or U.S. Treasury guidance may not be reimbursed and are the sole responsibility of the Subrecipient.

C. Ineligible Expenses

1. Ineligible expenses under this agreement include, but are not limited to:
 - Furniture
 - Website hosting
 - Software purchases
 - Acquisition of spectrum licenses
 - Operating expenses, other than grant administration costs
 - Short-term operating leases
 - Payment of interest or principal on outstanding debt instruments, or other debt service costs incurred prior to March 15, 2021
 - Fees or issuance costs associated with the issuance of new debt
 - Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding; or
 - Support or opposition of collective bargaining. This does not affect the ability to use funds to comply with 41 C.F.R. 60-1.4 (<https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4>).
 - Costs associated with collection development, or other activities primarily focused on the acquisition of library materials or resources

VII. EQUIPMENT AND PROPERTY REQUIREMENTS

If conditions described in Section V.A.1. are met, any fiscal change to items listed in the Equipment budget category specified in Section IV. I. of this contract will require an approved Budget Revision before making the change. A fiscal change includes a change in the cost of the equipment and/or property, and any cost necessary to put the item into service, including, but not limited to, 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 should be included in or excluded from the expenditure cost in accordance with the Subrecipient's regular accounting practices and Generally Accepted Accounting Practices

(GAAP). TSLAC will not advise Subrecipient on ancillary charges.

- A. The Subrecipient will comply with TxGMS, Property Standards, Equipment, requiring certain items of equipment to be maintained on inventory.
- B. Subject to the obligations and conditions set forth in TxGMS, 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 TxGMS 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 TxGMS. When the Subrecipient has been given federally or state-owned equipment/property, Subrecipient will follow the guidance as set forth in TxGMS.

VIII. PROCUREMENT REQUIREMENTS

The Subrecipient agrees to comply with the procurement standards set forth in 2 CFR 200.317-200.327, ensuring that all purchases made with federal funds are conducted in a manner that promotes full and open competition. The Subrecipient must follow the appropriate procurement method based on the dollar value of the purchase. Additionally, the Subrecipient must comply with the prohibitions on using federal funds for covered telecommunications and video surveillance equipment or services under 2 CFR 200.216. Funds may not be used to procure or obtain equipment from certain entities owned or controlled by the People's Republic of China, including Huawei Technologies Company and ZTE Corporation.

IX. ENVIRONMENTAL AND CONSTRUCTION REQUIREMENTS

The Subrecipient agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of any construction-related activities under this agreement. This includes, but is not limited to, adherence to applicable federal environmental regulatory requirements, obtaining necessary permits and approvals, and complying with local zoning, environmental, and safety regulations.

The Subrecipient can determine the applicable federal environmental requirements for their project by utilizing the Treasury's Coronavirus Capital Projects Fund (CPF) Environmental Checklist, located at the link below, as a guide. Based on the results of this questionnaire, the Subrecipient is required to perform the appropriate environmental procedures and ensure compliance with relevant environmental regulations, including obtaining any required environmental clearances or assessments.

Treasury's Coronavirus CPF Environmental Checklist: <https://home.treasury.gov/system/files/136/CPF-Environmental-Questionnaire.pdf>.

X. REPORTING REQUIREMENTS

The State Legislature has charged TSLAC with submitting performance measure reports that specify the level of services provided by its programs and services. Additionally, the U.S. Treasury requires TSLAC and ultimately Subrecipient with submitting project and expenditure (P&E) and performance reports, as outlined in the CPF Compliance and Reporting Guidance <https://home.treasury.gov/system/files/136/Revised-CPF-State-Guidance.pdf>. 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 the Subrecipient's grant activities or internal audit. 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 Legislative Budget Board (LBB) performance reports detailing grant-funded activities via the TSLAC GMS on or before due dates listed in the chart at the end of this section. 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 LBB performance measures as defined by TSLAC in the reports, and to work with agency staff in the development and reporting of Project outcomes. LBB performance measures may include the numbers of: a) 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. Reports will be submitted electronically through TSLAC's Grant Management System (GMS) or as otherwise specified in writing by TSLAC on or before the due dates listed in the chart at the end of this section.
- C. The Subrecipient agrees to submit quarterly Treasury Project and Expenditure (P&E) Reports to provide information on Projects funded, obligations, expenditures, project status, outputs, performance indicators and other information. Reports will be submitted electronically through TSLAC's Grant Management System (GMS) or as otherwise specified in writing by TSLAC on or before the due dates listed in the chart at the end of this section.
- D. The Subrecipient agrees to submit an annual Treasury Performance Report to describe the outputs and outcomes of Programs. Reports will be submitted electronically through TSLAC's Grant Management System (GMS) or as otherwise specified in writing by TSLAC on or before the due dates listed in the chart at the end of this section.
- E. In addition to the quarterly and annual reports specified, the Subrecipient agrees to update and/or meet with TSLAC staff or their designee regularly, at least once per month, to report on project progress. Information from these updates and/or meetings will be submitted by TSLAC staff or their designee electronically through TSLAC's Grant Management System (GMS) or as otherwise specified in writing by TSLAC.
- F. The Subrecipient 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 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 signing official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (2 CFR§200.415(a))
- G. The Subrecipient agrees to submit an audit certification form for the auditable period including August 31, 2026, to TSLAC no later than **December 31, 2026, or other deadline as specified by TSLAC.**
- H. If a single audit is required, the Subrecipient will comply with Uniform Guidance (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.
- I. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

Reporting Periods

Report Type	Quarter/Period Covered	Due Date
Quarterly Report	Q1: July 1, 2025 - September 30, 2025	October 7, 2025
Quarterly Report	Q2: October 1, 2025 - December 31, 2025	January 7, 2026
Quarterly Report	Q3: January 1, 2026 - March 31, 2026	April 7, 2026
Quarterly Report	Q4: April 1, 2026 - June 30, 2026	July 7, 2026
Annual Report	Q1-Q4: July 1, 2025 - June 30, 2026	July 7, 2026
Quarterly Report	Q5: July 1, 2026 - September 30, 2026	October 7, 2026
Quarterly Report	Q6: October 1, 2026 - December 31, 2026	March 7, 2027
Annual Report	Q5-Q6: July 1, 2026 - December 31, 2026	March 7, 2027

Reporting Notes:

- *Annual and Quarterly Reports differ in focus. **Quarterly Reports** emphasize expenditures and milestones; **Annual Reports** capture outcomes and broader impact.*

XI. SUBRECIPIENT MONITORING

The Subrecipient acknowledges that it is subject to grant monitoring by TSLAC. TSLAC is required to manage and monitor subrecipients to ensure compliance with the requirements of the CPF award pursuant to 2 CFR 200.332 (<https://www.ecfr.gov/current/title-2/section-200.332>). The Subrecipient understands that TSLAC's monitoring activities will include regular reviews of submitted reports to ensure that all funds are expended for their intended purposes. TSLAC may also conduct audits, including desk and on-site reviews, to assess the Subrecipient's compliance with the contract terms of their award.

If any issues are identified during monitoring, TSLAC will provide recommendations for corrective actions, and the Subrecipient agrees to respond formally with a plan detailing how and when the Subrecipient will address the identified issues and who within their organization will be responsible for addressing and resolving the identified issues. The Subrecipient further acknowledges that noncompliance with the terms and conditions of this grant—including reporting requirements and performance obligations—may result in the withholding or termination of grant funds.

XII. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with the LIFI Grant Program Guidelines for 2026.
- B. The Subrecipient will comply with 2 CFR 200.303, in which the subrecipient must establish and maintain effective internal controls to manage their award in compliance with Federal statutes, regulations, and the terms and conditions of the award.
- C. The Subrecipient will comply with the General Grant Guidelines, Texas Administrative Code (TAC) Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.120.
- D. The Subrecipient will comply with all applicable federal and state laws and any other requirements relevant to the performance of Subrecipient under this contract, including the following rules and guidance as applicable:
 1. Texas Grant Management Standards (<https://comptroller.texas.gov/purchasing/docs/grant-management-reader.pdf>); and
 2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>).
 3. Coronavirus Capital Projects Fund Guidance (<https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf>).
- E. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that TSLAC reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal or state government purposes, and to authorize others to do so. (2 CFR §200.315)
- F. 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 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. 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 as amended (42 U.S.C. §2000 et seq.), which prohibits discrimination on the basis of race, color, or national origin, including taking reasonable steps to ensure that limited English Proficient (LEP) persons have meaningful access to the applicant's programs; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1689), which prohibits discrimination on the basis of sex in education programs; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §701 et seq., including §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. §§6101

et seq), 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) that may apply to the application.

- H. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, the Treasury, 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 subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.

The Subrecipient also represents and warrants that it will comply with Texas Government Code, §321.022, which requires that suspected fraud and unlawful conduct be reported to the Texas State Auditor's Office.

- I. The Subrecipient, if a private entity, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award

- J. 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 report is submitted (anticipated date of submission is January 29, 2029). **This means the Subrecipient must maintain all grant-related records through April 30, 2032. In addition, Subrecipients that operate as state agencies must comply with (Texas Government Code, §441.1855), relating to state agency contracting and the retention of all contract-related documents.**

In the event the Subrecipient or receiving entity ceases to exist, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of the records.

- K. No modification or amendment to this grant agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the Grants Administrator identified in Section XIV below.
- L. 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.H. of this document and according to a timeline mutually agreed upon by both parties.
- M. The Subrecipient shall notify TSLAC in writing of any changes to key grant personnel (i.e., program manager, library director, financial contact, etc.) within seven (7) days of the change occurrence.
- N. Loss of all of Subrecipient's staff prior to the end of the grant period or the termination date, whichever is earlier, does not relieve the Subrecipient of its obligation 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.

- O. The parties agree that no provision of this contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.
- P. The dispute resolution process provided in Texas Government Code, Chapter 2009, is available to the parties to resolve any dispute arising under the agreement.

XIII. 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 in writing. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:
 - 1. The costs relate to obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination and were not incurred in anticipation of suspension or termination, and, in the case of a termination, the costs 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 (See TxGMS, Appendix 6, Debarment and Suspension) and state law.

XIV. CONTACTS AT TSLAC

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

Dominic Gonzales, Grants Administrator
Phone: 512-463-5581 / Fax: 512- 936-2306
E-mail: grants@tsl.texas.gov

Henry Stokes, LDO Manager
Phone: 512-463-6624
E-mail: hstokes@tsl.texas.gov

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

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 / 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 Subrecipient 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

XV. 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.

XVI. 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 LIFI Grant Program; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.120 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the LSTA Five-Year Plan for Texas; and TxGMS.
- 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. For any agreement exceeding \$100,000, the Subrecipient certifies 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 on its behalf 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 non-federal funds are used by Subrecipient to conduct such lobbying activities, the Subrecipient shall promptly file the prescribed disclosure form. The Subrecipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement in compliance with 31 U.S.C. §1352.
- E. 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

§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 Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.

- F. 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).
- G. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds (TxGMS, Appendix 6, Uniform Assurances by Local Governments), The Subrecipient hereby represents and warrants its compliance with all applicable required assurances.
- H. The subrecipient certifies that it will comply with drug-free workplace requirements in Subpart B of 2 CFR 3186, which adopts the government-wide implementation (2 CFR 182) of Sections 5152-515 of the Drug-Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701–707). This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents kept on file in the recipient's offices) all known workplaces under Federal awards.
- I. The Subrecipient represents and warrants that it will comply, and assure compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.
- J. The Subrecipient represents and warrants its compliance with Texas Government Code, §2054.5191, relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- K. The Subrecipient represents and warrants its compliance with 2 CFR §200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.
- L. The Subrecipient represents and warrants that it will comply with Texas Government Code, §2252.906, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- M. In accordance with Texas Government Code, §669.003, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of TSLAC, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TSLAC, or (3) a person who employs a current or former executive head of TSLAC.
- N. The Subrecipient represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Subrecipient to act in connection with the agreement to provide such additional information as may be required.
- O. The Subrecipient represents and warrants that TSLAC's payments to Subrecipient and Subrecipient's receipt of funds under the contract or grant are not prohibited by Texas Government Code, §§ 403.1067 or 556.0055, which restrict lobbying expenditures.
- P. The Subrecipient represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. The Subrecipient has not given, or offered to give, nor does Subrecipient intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of TSLAC, at any time during the negotiation of this contract or in connection with this contract,

except as allowed under relevant state or federal law.

Further, the Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Subrecipient shall promptly notify TSLAC. The Subrecipient will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. The Subrecipient will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. The Subrecipient must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract. The Subrecipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance with 2 CFR §200.112.

XVII. SIGNATURES

The undersigned hereby execute this contract.

GRANTOR

Texas State Library and Archives Commission

Sarah Karnes, Library Development and Networking
Director

Date

Approved by:

_____ Chief Operations and Fiscal Officer

_____ Grants Administrator

SUBRECIPIENT

Burnet County, Burnet County Library System

Signature (official empowered to enter into contracts)

Typewritten or Printed Name

Title

Date