

RESOLUTION NO. 24-R-63

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TEXAS STATE LIBRARY AND ARCHIVES COMMISSION RELATING TO THE REIMBURSEMENT OF EXPENSES INCURRED THROUGH THE LENDING OF SCHERTZ PUBLIC LIBRARY MATERIALS TO OTHER LIBRARIES.

WHEREAS, no single library can own every item its users may want to access, formal lending systems between libraries known as Interlibrary Loan (ILL) were established in order to provide access to resources beyond a local library's holdings; and

WHEREAS, the Texas State Library and Archives Commission (TSLAC) manages the state-wide ILL program, including the disbursement of Federal grant funds intended to reimburse expenses incurred by participant libraries who act as lenders of library materials to other participants; and

WHEREAS, the Schertz Public Library participates in the state-wide ILL program as both a borrower and a lender; and

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City enter into an agreement with TSLAC relating to the ILL Lending Reimbursement Program; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with TSLAC pursuant to the ILL Lending Reimbursement Terms & Conditions in order to accept reimbursements to the General Fund attached hereto as Exhibit A (the "Agreement").

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with TSLAC in substantially the form set forth on Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of

such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

EXHIBIT A

INTERLIBRARY LOAN LENDING REIMBURSEMENT PROGRAM AGREEMENT



TEXAS STATE LIBRARY
AND
ARCHIVES COMMISSION



INSTITUTE of
Museum and Library
SERVICES

SFY 2024 ILL LENDING REIMBURSEMENT PROGRAM GUIDELINES AND TERMS & CONDITIONS

QUESTIONS? Contact Sara Hayes at shayes@tsl.texas.gov .

Program Description

The Texas State Library and Archives Commission (TSLAC) supports a statewide interlibrary loan program for accredited public libraries to help libraries meet the learning and information needs of their communities by providing Texans access to shared library resources that may not be available locally.

The Interlibrary Loan Lending Reimbursement Program, a non-competitive grant, helps support Texas libraries with partial reimbursements for direct, out-of-pocket costs associated with participating in statewide resource sharing, including costs for staff time, postage costs, courier subscriptions, and shipping material costs.

The reimbursements apply to lends made to Texas libraries using the Navigator system between August 1, 2023–July 31, 2024. While dispersed after the end of SFY 2024, the reimbursement payments do need to be applied to costs associated with resource sharing costs expended *during* the time lends were made. **Please discuss this program with your legal entity's accounting office so they are aware this program involves federal funds and, if approved, to expect the payment after the end of the state fiscal year on August 31, 2024.**

Award Information

The reimbursements are subawards (or pass-through awards) of the Grants to States program from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services (IMLS).

Federal Award Identification # (FAIN): LS-253655-OLS-23

Federal Award Date: February 29, 2023

Assistance Listing Number/Title: 45.310 State Library Program

Eligible participants will receive a flat rate reimbursement for each lend provided to other Texas libraries through the Navigator ILL system or the SHAREit ILL system between **August 1, 2023 – July 31, 2024**.

Participants will maintain financial records and supporting documents relating to this program and award (shipping receipts, staff time documentation, courier, and cataloging invoices, etc.) for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027, is submitted. The deadline for the current 5-year plan report is January 29, 2029, so participants will need to maintain their records through January 29, 2032.

Eligibility Information

Accredited Texas public libraries, through their governing authority (city, county, board, or district), who are live on Navigator and lending through that system are eligible to apply for a reimbursement payment through

this program.

Texas academic libraries that have agreed to lend materials to Texas public libraries are also eligible for reimbursement payments based on the number of lends made to Texas Navigator/SHAREit libraries during the eligible lending period.

Libraries must lend items to other Texas public libraries using OCLC's Navigator system or Auto-Graphics' SHAREit system to be eligible for a reimbursement. ILL system vendors will provide lending statistics to TSLAC for calculating reimbursement.

Before applying, applicant organizations must have a current and active federal Unique Entity ID (UEI). The federal government uses a unique identifier for each entity (company, non-profit, organization, etc.) that does business with the federal government. For more than two decades, Dun & Bradstreet's Data Universal Numbering System (DUNS) served as the unique entity ID. On April 4, 2022, the federal government completed the transition to a new UEI issued within the System for Award Management (SAM). The DUNS number is no longer an accepted UEI.

If you are currently registered in SAM.gov, you've already been assigned a SAM Unique Entity ID. It's viewable on your entity registration record in SAM.gov. If you have never registered at SAM.gov or have never applied for a grant with TSLAC or other state or federal agency, you will need to initiate the process of obtaining a SAM UEI at SAM.gov.

To get started registering your entity, to renew your registration, or for more information, visit [SAM.gov](https://sam.gov) or refer to the [Quick Start Guide for Getting a Unique Entity ID](#), published by the US General Services Administration (GSA).

Libraries' legal entities must also have an Active Direct Deposit Account and Texas Identification Number (TIN) on file at TSLAC. More information on TIN is available on the Texas Comptroller of Public Accounts' webpage here: <https://fmx.cpa.texas.gov/fmx/training/wbt/tins/0102.php>

State agencies/universities will be asked for additional financial information by TSLAC's grants accountant.

There is no requirement for cost sharing, matching funds, or cost participation with this program.

Application and Submission Information

TSLAC uses an online grant management system or GMS that enables applicants to apply for grants electronically through a web portal at <https://grants.tsl.texas.gov>. Applications and required documents must be submitted in GMS by the due dates to be eligible for consideration. To submit your application online, you must have an active GMS account. To create or activate an account, please have your library director submit a completed GMS Import Template (<https://www.tsl.texas.gov/ldn/grants/forms-tools>) to shayes@tsl.texas.gov. The e-mail should reference "GMS Access" in the subject line. TSLAC staff will review the request and grant appropriate access.

If there are accessibility issues or concerns, participants may request paper copies of certain materials from Sara Hayes, ILL Coordinator, via e-mail at shayes@tsl.texas.gov.

Application Components:

1. Opt into the program through the GMS portal and print out the system generated Participation Signature form.

2. Complete and submit the signed Participation Signature form* in the GMS portal by July 28, 2024.
*Signed by appropriate Legal Entity (City, County, Library Board, University)
3. Complete and submit a signed Performance Certification form* in the GMS between August 16-30, 2024, after receiving notification of the library's award amount from TSLAC mid-August.
*Signed by Library Director
4. Complete and submit a Single Audit Certification form and submit to TSLAC by December 31, 2024.
Form will be distributed in November/December 2024.

Required forms are available in the GMS portal at grants.tsl.texas.gov under the Documents tab in the folder titled "2024 ILL Lending Reimbursement Program."

Forms submitted after stated deadlines **will** not be considered.

Submit forms:

Through TSLAC's GMS portal at grants.tsl.texas.gov.

Program Timeline

- June 1, 2024:** Access opens to opt into the FY 2024 ILL Lending Reimbursement Program in the Grant Management System (GMS) portal.
- July 28, 2024:** Deadline to submit a signed Application Signature form in the GMS portal, signed by authorized legal entity signatory.
- August 16, 2024:** TSLAC will notify libraries of total eligible lends and award amounts and begin accepting Performance Certification forms through the GMS portal.
- August 30, 2024:** Deadline to submit completed Performance Certification form in GMS, signed by Library Director.
- September 2024:** Award letters sent out and reimbursement payments dispersed to legal entities (cities, counties, universities).

Texas State Library and Archives Commission
Library Services and Technology Act (LSTA) – Terms and Conditions

I. GENERAL TERMS AND CONDITIONS

- A. 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 (TxGMS) (<https://comptroller.texas.gov/purchasing/grant-management/>); and
 2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) (<https://federalregister.gov/a/2013-30465>).
- B. 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 IMLS and TSLAC reserve 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)
- C. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (www.imls.gov/recipients/imls_acknowledgement.aspx) and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- D. 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.
- E. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by

subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.

- F. 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.
- G. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027 is submitted (anticipated date of submission is January 29, 2029). **This means the Subrecipient must maintain all grant-related records through January 29, 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 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.**
- H. 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.
- I. 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.
- J. 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.
- K. The Subrecipient agrees to submit an audit certification form for the auditable period including August 31, 2024, to TSLAC no later than **December 31, 2024, or other deadline as specified by TSLAC.**
- L. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.
- M. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

II. GRANT CERTIFICATIONS

- A. For any agreement exceeding \$100,000, the Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall

complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.

- B. 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.
- C. The subrecipient will comply with drug-free workplace requirements in Subpart B of 2 C.F.R. part 3186, which adopts the Governmentwide implementation (2 C.F.R. part 182) of Sections 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101–8106). 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.
- D. 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).
- E. 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)

III. ENFORCEMENT

- a. Remedies for noncompliance. If 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:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
 - ii. 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;
 - iii. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
 - iv. Withhold further awards for the program; or
 - v. 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 of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after notice of termination of an award are not allowable unless TSLAC expressly authorized the cost in the notice of suspension or termination, or subsequently. Other Subrecipient costs during suspension or after notice of termination that are necessary, and not reasonably avoidable, are allowable if:

- i. The costs result from obligations that were properly incurred by the Subrecipient before the effective date of suspension of termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 - ii. 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.