



# STATE OF UTAH

CONTRACT #

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: **Department of Cultural and Community Engagement, Agency Code: 710, State Library Division**, referred to as **STATE**, and San Juan County Library System, referred to as **GRANTEE**.

San Juan County Library System  
25 W 300 S  
Blanding, Utah 84511-3829

LEGAL STATUS OF GRANTEE  
 Sole Proprietor  
 Non-Profit Corporation  
 For-Profit Corporation  
 Government Agency

Contact Person: Nicole Perkins  
 Phone Number: (435) 678-2335  
 Email: nperkins@sanjuancounty.org  
 Vendor ID #06866HK  
 Commodity Code # 99999

2. GENERAL PURPOSE OF CONTRACT: To fund LSTA Borrower Support Grant and provide support for Utah public libraries with a service population of under 22,000 who wish to expand their interlibrary loan services, in accordance with the provisions of Utah Code Annotated, 1953, as amended, Section 9-7-201 (3), Section 9-7-205 (1) (f) and 9-7-205 (2). Project will be completed by GRANTEE as outlined in Grant Application and in accordance with Scope of Work as outlined.

3. PROCUREMENT: This contract is entered into as the result of the procurement process on RX# N/A, FY N/A, Bid #N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: USL Library Borrower Support Project.

4. CONTRACT PERIOD: Effective Date: 07/01/2024 Termination Date: 06/30/2025, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A. This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 7/1/2024.

5. CONTRACT COSTS: GRANTEE will be paid a **maximum** of \$ 5487 for eligible interlibrary loan costs authorized by this contract. An "interlibrary loan request" is defined as a request made outside of an established consortium or county system through the OCLC WorldShare platform, in addition to requests for Book Buzz sets made directly to the State Library. This amount is calculated based on the amount of money that was requested/spent last year.

6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:  
 Attachment A – Standard Terms & Conditions for Grants  
 Attachment B – Scope of Work and Special Provisions  
 Attachment C – Federal Assurances and Certifications

Other Attachments: The following attachments are required for this Contract to comply with the aforementioned LSTA guidelines and are required for submission during project period as outlined. These documents are included in the total documentation for Contract, though received at different times during the effective dates of Contract.

- Final Report

**Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.**

7. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal

agreement binding on the parties and enforceable in accordance with its terms.

**Contract between USL and San Juan County Library System**

The parties sign and cause this contract to be executed. This contract is not fully executed until both parties have signed this contract.

GRANTEE

STATE

\_\_\_\_\_  
Director, Manager or Authorized Signatory

\_\_\_\_\_  
Director, State Library Division

\_\_\_\_\_

\_\_\_\_\_  
N/A Grant  
Division of Purchasing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division of Finance

Agency Contact for questions during the contract process.

Rachel Haberman  
Agency Contact

801-715-6740  
Phone Number

801-715-6767  
Fax Number

rhaberman@utah.gov  
Email

## Contract between USL and San Juan County Library System

### ATTACHMENT A

#### STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a. **"Contract"** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
  - b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
  - c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
  - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and state laws.
  - e. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
  - f. **"Grant Money"** means money derived from state fees or tax revenues that is owned, held, or administered by the State.
  - g. **"SubGrantees"** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
  - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
  - b. a final written itemized report when all the Grant Money is spent.
  - c. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
  - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all

liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.

15. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If non-public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.

Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.

Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
24. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

25. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
26. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
27. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
28. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 30 March 2016)

**Contract between USL and San Juan County Library System****Contract #****ATTACHMENT B**  
SCOPE OF WORK AND SPECIAL PROVISIONS

This Contract is entered into to provide for the cooperative development of local public library services in accordance with the provisions of Utah Code Ann. §§9-7-201(3), 9-7-205(1)(f) and 9-7-205(2) (LexisNexis 2015).

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 7/1/2024.** Any exceptions must be arranged in writing via email to Faye Fischer, at [ffischer@utah.gov](mailto:ffischer@utah.gov).
2. The effective dates of Contract shall be from **07/01/2024** through **06/30/2025**, unless terminated sooner in accordance with the terms and conditions herein.
3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed **\$5487**. This amount is calculated based on the amount of money that was requested/spent last year.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures. Advanced funds that are not used upon termination must be returned to USL within 30 days of termination date.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:
 

USL Contact: Rachel Haberman, [rhaberman@utah.gov](mailto:rhaberman@utah.gov), 801-715-6740

GRANTEE Contact: Nicole Perkins, [nperkins@sanjuancounty.org](mailto:nperkins@sanjuancounty.org), (435) 678-2335
6. The Catalog of Federal Domestic Assistance lists the LSTA grant program number as CFDA #45.310.

**SCOPE OF WORK**

1. Library Services and Technology Act (LSTA) funds will be used to finance approved projects. Approved projects will be required to follow State and Federal guidelines in regards to procurement, expenditure of funds, and reporting standards.
2. The Project Director must create a separate cost center for sub-award (LSTA) funds. LSTA funds may not be placed in an interest-bearing account.
3. The Project Director must set up an accounting system to track expenditures of LSTA, matching, and in-kind funds or services.
4. The GRANTEE must retain electronic copies of all invoices during the grant period. Copies must be complete and legible and be available for submission upon request.
5. The Project Director must read the Grant Administrative Guidelines within one (1) month of the start of the grant period.
6. The Project Director must retain all documentation (either in paper or electronic format) related to the grant project for three (3) years after the completion of the grant.
7. If the Project Director or Financial Officer cannot fulfill their duties through the completion of the grant, the USL Contact must be informed within seven (7) working days.
8. *All spending must be complete by 06/30/2025, as outlined in Grant Application and final Grant Funding, reimbursement requests must be submitted by 7/5/2025.*

9. Final Report (including final budget information) is due to USL on or before **07/10/2025**.

### **Contract between USL and San Juan County Library System**

10. Funds may be requested for reimbursement by submitting a LSTA Request for Reimbursement of Expenditures form found at <https://cce.my.salesforce-sites.com/usl/> with the associated documentation as needed throughout the Grant period.

#### **SPECIAL PROVISIONS**

##### **USL agrees to the following:**

1. USL will provide digital marketing materials to the GRANTEE for the purpose of promoting the service to their patrons.
2. USL will reimburse GRANTEE expenses as soon as possible after acceptable documentation is received.
3. USL will provide training to GRANTEE on ILL systems and other technical support.
4. Payments by USL under this Agreement are subject to the appropriation of such funds.

##### **GRANTEE agrees to the following:**

1. GRANTEE will review grant administrative guidelines and ensure adherence to said guidelines.
2. GRANTEE will provide priority interlibrary loan service to its patrons at no charge.
3. GRANTEE will mark all returned ILL items as "Library Mail" to take advantage of reduced postage rates.
4. GRANTEE will promote the services to patrons via social media and all other advertising channels at their disposal.
5. GRANTEE will submit requested report at the end of the grant period.
6. GRANTEE will submit requests for reimbursement for allowable expenses only. (See Allowable Expenses below.)
7. GRANTEE will ensure at least 24 loan requests are completed each year to receive these grant funds. Libraries not getting at least 24 loans will not be reimbursed for their ILL expenses.
8. GRANTEE will ensure that The Institute for Museums and Library Services 2021 Grants to States Award Guidance is followed in relevant part regarding where Utah State Library and sub-recipient "You and your sub-recipients must acknowledge IMLS in all related publications and activities supported with your award money. ... A kit with suggestions and materials to help you and your sub-recipients publicize grant activities is available at <https://www.imls.gov/grants/grantrecipients/grantee-communications-kit>." The IMLS website includes the IMLS logo available to download and use in published materials where appropriate.
9. GRANTEE will also ensure that The Utah State Library Division, Department of Cultural and Community Engagement, is acknowledged in all related publications and activities supported with LSTA grant funds. A combined acknowledgement statement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Cultural and Community Engagement, and from the Institute of Museum and Library Services which administers the Library Services and Technology Act." Please use this combined statement in your publications and activities.

#### **OTHER INFORMATION:**

The links for the Final Report will be emailed to project directors. Grant Administrative Guidelines can be found at [https://drive.google.com/file/d/11zQsXB3Dv\\_LrjLhuNe26E0YMbh4Kwu\\_/view](https://drive.google.com/file/d/11zQsXB3Dv_LrjLhuNe26E0YMbh4Kwu_/view).

##### **Allowable Expenses**

- Postage to return requested materials.
- Boxes and mailing envelopes to return requested materials.
- Mailing labels for materials requested
- Staff time to process these requests may also be an allowable expense if the requests are requiring time outside of normally scheduled staff hours. Please contact the Grants Coordinator, Rachel Cook (rcook@utah.gov) if you need to use these grant funds to cover staff time.



## FEDERAL ASSURANCES AND CERTIFICATIONS

These pages are required by the Institute of Museum and Library Services (IMLS), the federal agency that oversees LSTA and ARPA funding. By signing this contract, GRANTEE agrees to comply with the following.

As a federal agency, the Institute of Museum and Library Services (IMLS) is required to obtain from all applicants certifications, including those regarding Nondiscrimination, Debarment and Suspension, Federal Debt Status, and Drug-Free Workplace. Applicants requesting more than \$100,000 in grant funds must also certify regarding lobbying activities and may be required to submit a "Disclosure of Lobbying Activities" form (Standard Form LLL). All State Library Administrative Agencies (SLAAs) receiving Library Services and Technology Act (LSTA) funding under 20 U.S.C. § 9121 et seq. must comply with applicable statutes and regulations including but not limited to those cited below. To receive federal assistance, all applicants must provide this signed Statement of Assurances and Certifications.

These assurances are given in connection with any and all financial assistance from IMLS after the date this form is signed but may include payments after this date for financial assistance approved prior to this date. These assurances shall obligate the applicant for the period during which the federal financial assistance is extended. The applicant recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in these assurances and that the United States Government has the right to seek judicial enforcement of these assurances, which are binding on the applicant, its successors, transferees, and assignees, and on the authorized representative whose signature appears on the application form.

### **Legal Authority and Capability**

Pursuant to 20 U.S.C. § 9122(5), the authorized representative, on behalf of the SLAA, provides assurance that the SLAA has the fiscal and legal authority and capability to administer all aspects of the LSTA subchapter of 20 U.S.C. §§ 9121–9141, that it will establish the State's policies, priorities, criteria, and procedures necessary for the implementation of all programs under that subchapter (including the development of a State Plan), and that it will submit copies of these materials for approval as required by regulations promulgated by the Director of IMLS.

### **Internet Safety**

Pursuant to 20 U.S.C. § 9134(b)(7), the authorized representative, on behalf of the SLAA, provides assurance that the SLAA will comply with 20 U.S.C. § 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries that do not receive services at discount rates under 47 U.S.C. § 254(h)(6), and for which IMLS State Program funds are used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet.

Each SLAA must assure IMLS that no funds made available under the Grants to States Program for a public library or public elementary or secondary school library that does not receive E-rate services will be used to purchase computers used to access the Internet, or to pay for the direct costs of accessing the Internet, unless the library has certified compliance with the applicable CIPA requirements.  
State Plan

Pursuant to 20 U.S.C. § 9134(b)(8), the authorized representative, on behalf of the SLAA, provides assurance that the SLAA will make reports, in such form and containing such information, as the Director may reasonably require to carry out 20 U.S.C. §§ 9121–9141 and to determine the extent to which funds provided under it have been effective in carrying out the purposes in 20 U.S.C. §9121.

### **Federal Funding Accountability and Transparency Act**

The SLAA agrees that it will comply with the Federal Funding Accountability and Transparency Act of 2006 (FFATA or Transparency Act), Pub. L. 109-282, 120 Stat. 1186, amended by Government Funding Transparency Act of 2008, Pub. L. 110-252, § 6202(a), 122 Stat. 2387 (implemented at 2 C.F.R. Part 170). In particular, this means reporting on subawards and executive compensation. (See also 2 C.F.R. § 200.300(b) and www.frs.gov.) With respect to FFATA, the SLAA agrees that it will comply with the award term in Appendix

A. The SLAA further provides assurance that it will comply with all other applicable federal statutes and regulations and OMB circulars in effect for the periods for which it receives grant funding.

### **Nondiscrimination**

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the following nondiscrimination statutes and their implementing regulations: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000a et seq., which prohibits discrimination on the basis of race, color, or national origin (note: as clarified by Executive Order Number 13166, the applicant must take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to the applicant's programs, see Institute of Museum and Library Servs.; Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 68 Fed. Reg. 47099 (Aug. 7, 2003))<sup>1</sup>; 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 (note: IMLS applies the regulations in 45 C.F.R. Part 1181 in determining compliance with section 504 as it applies to recipients of federal assistance)<sup>2</sup>; Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. §§ 1681 et seq.), which prohibits discrimination on the basis of sex in education programs; 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; and The requirements of any other nondiscrimination statute(s) which may apply to the application.

### **Debarment and Suspension**

The SLAA will comply with 2 C.F.R. Part 3185 and 2 C.F.R. Part 180, as applicable. The authorized representative, on behalf of the SLAA, certifies to the best of his or her knowledge and belief that neither the SLAA nor any of its principals for the Five-Year Plan: are presently excluded or disqualified; have been convicted of, or been assessed a civil judgment for, any of the offenses listed in 2 C.F.R. § 180.800(a) within the preceding three years; 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 C.F.R. § 180.800(a); or have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default. Where the SLAA is unable to certify to any of these statements, the authorized representative, on behalf of the applicant, shall attach an explanation to the application.

The SLAA, as a primary-tier participant, is required to comply with 2 C.F.R. Part 180, subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The SLAA is also required to communicate the requirement to comply with 2 C.F.R. part 180 (Subpart C) (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the applicant enters into covered transactions.

As noted in the preceding paragraph, SLAAs who plan to use IMLS awards to fund contracts should be aware that they must comply with the communication and verification requirements set forth in the above Debarment and Suspension provisions.

### **Federal Debt Status**

The authorized representative, on behalf of the SLAA, certifies to the best of his or her knowledge and belief that the applicant is not delinquent in the repayment of any federal debt, including but not limited to unpaid federal tax liability.

### **Drug-Free Workplace**

The authorized representative, on behalf of the SLAA, certifies, as a condition of the award, that the SLAA will or will continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. Part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the SLAA must 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.

#### Trafficking in Persons

The authorized representative, on behalf of the SLAA, certifies, as a condition of the award, that the applicant will comply with the trafficking in persons requirements that are set out in Appendix B.

### **Prohibitions Against Lobbying, Publicity, and Propaganda**

In accordance with federal appropriations law, no IMLS funds may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government. No IMLS funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature, or local legislature or legislative body.

### **Certification Regarding Lobbying Activities**

(Applies to applicants requesting funds in excess of \$100,000, see 31 U.S.C. § 1352.)

The authorized representative certifies, to the best of his or her knowledge and belief, that:

no federally appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; if any funds other than federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) 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 this federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and the authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Criminal Disclosures and Reporting of Matters Related to Recipient Integrity and Performance

As a non-federal entity, the SLAA must disclose, in a timely manner, in writing to IMLS, or to the pass-through entity if you are a subrecipient or contractor, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (See also 2 C.F.R. § 200.113 and 2 C.F.R. Part 3185.)

### **Acknowledgement of IMLS Support**

All materials publicizing or resulting from grant activities must contain an acknowledgement of IMLS support, unless IMLS advises otherwise. This includes invitations, brochures, and signage; audio/video programming for radio, television, or web broadcast; and websites, social media, PowerPoint presentations, and email announcements. (See Grantee Communications Kit, available at [www.imls.gov](http://www.imls.gov), for specific guidance.) The type of recognition varies according to the type of activity. Please use the following guidelines for acknowledgment: Written materials must include a credit line indicating IMLS as a source of support.

Graphic items such as posters or brochures should include the IMLS logo (see Grantee Communications Kit, available at [www.imls.gov](http://www.imls.gov)) displayed in accordance with the Logo Standards Guide.

Online products, digital publications, and websites should include links to the IMLS website, [www.imls.gov](http://www.imls.gov). Audio/video broadcasts must include a tagline indicating IMLS as a source of support. Video broadcasts should display the IMLS logo. In materials that contain or present substantive project content, such as an exhibition, article, catalogue, or other publication; video documentary; or online exhibition or website, the acknowledgment must also include the following statement: "The views, findings, conclusions or recommendations expressed in this [publication/program/exhibition/website/article] do not necessarily represent those of the Institute of Museum and Library Services." If you have any questions about whether your product requires this statement, contact the IMLS Office of Communications.

### **Acknowledgement of Federal Support**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving IMLS-appropriated funding, including but not limited to state and local governments and recipients of federal research grants, shall clearly state: the percentage of the total costs of the program or project which will be financed with federal money; the dollar amount of federal funds for the project or program; and the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

### **General Certification**

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

### **Certifications Required for Certain Projects**

The following certifications are required if applicable to the project for which an application is being submitted. Applicants should be aware that additional federal certifications, not listed below, might apply to a particular project.

#### **Native American Human Remains and Associated Funerary Objects**

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the provisions of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. § 3001 et seq.), which applies to any organization that controls or possesses Native American human remains, associated funerary objects and/or cultural items and which receives federal funding, even for a purpose unrelated to the Act.

#### **Historic Properties**

The authorized representative, on behalf of the SLAA, certifies that the SLAA will assist the awarding agency in ensuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306101, Executive Order Number 11593, and any related applicable preservation laws.

#### **Environmental Protections**

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with environmental standards, including the following: Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.) and Executive Order Number 11514; Notification of violating facilities pursuant to Executive Order Number 11738; Protection of wetlands pursuant to Executive Order Number 11990, as amended by Executive Order Number 12608; Evaluation of flood hazards in floodplains in accordance with Executive Order Number 11988, as amended (see Executive Order No. 12148); Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972, as amended, 16U.S.C. § 1451 et seq.); Conformity of federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. § 7401 et seq.); Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f et seq.); and Protection of endangered species under the Endangered Species Act

of 1973, as amended, 16 U.S.C. § 1531 et seq.). The authorized representative, on behalf of the SLAA, certifies that the project will comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. § 1271 et seq.), related to protecting components or potential components of the national wild and scenic rivers system. The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the flood insurance purchase requirements of the National Flood Insurance Act of 1968, as amended, 42 U.S.C. § 4001 et seq.), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more, or as otherwise designated.

### **Research on Human Subjects**

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with 45 C.F.R. Part 46 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

### **Research on Animal Subjects**

The authorized representative, on behalf of the SLAA, certifies that the SLAA will comply with the Animal Welfare Act, as amended, 7 U.S.C. § 2131 et seq.), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.