

OREGON STATE LIBRARY LSTA GRANT AGREEMENT

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Oregon State Library, hereinafter referred to as “Grantor,” and **Acme Public Library**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.” This agreement applies to the grant project **Reaching Out to Kids** (the “Project”) which terminates **January 31, 2016**.

1. **Effective Date**

This Agreement shall become effective when it is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds (defined below) shall be available for Project Costs (defined below) incurred only on or before **January 31, 2016** (Expiration Date). No Grant Funds are available for expenditures incurred after the Expiration Date. Grantor’s obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. **Agreement Documents**

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Summary and Certification of Federal Requirements, incorporating by reference the provisions of the Library Services and Technology Act, 20 USC 9121 and the Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Government of the National Foundation on the Arts and Humanities, 45 CFR 1183 for local government Recipients and the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals and Non-Profit Organizations for universities.**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A.

3. **Project Cost; Grant Funds**

a. In accordance with the terms and conditions of this Agreement, Grantor shall disburse to Grantee an amount not to exceed **\$11,000** (“Grant Funds” or the “Grant”) for eligible costs described in Section 6 hereof (“Project Costs”). Project Costs must be the reasonable and necessary costs incurred by Grantee in performance of the Project and that are not excluded from reimbursement by Grantor, either by this Agreement or by exclusion as a result of financial review

or audit. Grantee agrees that any income earned by Grantee from activities supported, in whole or in part, by Grant Funds will be expended only for Project Costs and shall be reported in the quarterly and final Financial Status Reports described in Section 5 hereof.

b. The source of the Grant Funds is the Library Services and Technology Act, **FFY2015**.

c. The CFDA number is **45.310** "Grants to States."

4. Project

The Grant Funds shall be used solely for the Project Costs described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Grantor by amendment pursuant to Section 11.d hereof.

a. Project Services/Promotions

Grantee agrees that any and all:

(i) library services directly supported, in whole or in part, by Grant Funds will be provided free of charge to all persons residing in the community, district or region from which Grantee receives its financial support and

(ii) promotional materials, press releases, bibliographies, reports and other such publications resulting from the activities supported, in whole or in part, by this Grant will contain the following acknowledgment:

This (project, program, publication) is supported in whole or part by the Institute of Museum and Library Services through the Library Services and Technology Act, administered by the Oregon State Library.

(iii) Grantee shall provide Grantor with two (2) sets of all promotional materials and other publications or productions resulting from the activities supported, in whole or in part, by Grant Funds.

(iv) Grantee agrees to post two articles during the Grant period informing the library community about progress of the Project on a major Oregon electronic mailing list such as libs-or.

b. Copyright

Grantee is free to copyright any books, publications or other materials developed as a result of this Grant; however, Grantor and the Institute of Museum and Library Services reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

5. Reports

a. Progress Reports

Grantee shall provide Grantor with three (3) Grant Activities Reports and one (1) Final Grant Activity Report on forms supplied by Grantor in accordance with the following schedule.

<i>Reporting Period</i>	<i>Due Date</i>
February 1, 2015 to April 30, 2015	May 31, 2015
May 1, 2015 to July 31, 2015	August 31, 2015
August 1, 2015 to October 31, 2015	November 30, 2015
November 1, 2015 to January 31, 2016	February 28, 2016

Grantor reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

b. Financial Reports. Grantee agrees to provide Grantor with five (5) Financial Status Reports on forms supplied by Grantor in accordance with the following schedule:

<i>Reporting Period</i>	<i>Due Date</i>
February 1, 2015 to April 30, 2015	May 31, 2015
May 1, 2015 to July 31, 2015	August 31, 2015
August 1, 2015 to October 31, 2015	November 30, 2015
November 1, 2015 to January 31, 2016	February 28, 2016
February 1, 2016 to March 30, 2016	April 30, 2016

6. Disbursement and Recovery of Grant Funds

a. Disbursement Generally

Disbursements shall be made by Grantor within 30 days of Grantor's approval of a request for reimbursement or advance from Grantee using a format that is acceptable to Grantor. Funds shall be expended by Grantee within 29 days of disbursement from Grantor.

b. Conditions Precedent to Disbursement

Grantor's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (i) Grantor has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow Grantor, in the exercise of its reasonable administrative discretion, to make the disbursement.

(ii) Grantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B. Grantee may appeal the Grantor's denial of a disbursement under this paragraph to the State Librarian as an appeal of an order in other than a contested case.

(iii) Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

(iv) Grantee has provided to Grantor a request for reimbursement or an advance using a format that is acceptable to and approved by Grantor. Grantee must submit its final request for reimbursement following completion of the Project and no later than 30 days after the Expiration Date. Failure to submit the final request for reimbursement within 30 days after the Expiration Date could result in non-payment.

c. Recovery of Grant Funds

Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to Grantor. Grantee shall return all Misexpended Funds to Grantor no later than 15 days after Grantor's written demand for repayment. Grantee shall return all Unexpended Funds to Grantor no later than 30 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Grantee

Grantee represents and warrants to Grantor as follows:

a. Organization and Authority

Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement

(i) have been duly authorized by all necessary action of Grantee and

(ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws, if applicable,

(iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or

notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation

This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms. The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Grantor, the Secretary of State of the State of Oregon (Secretary), the Institute of Museum and Library Services (IMLS), the Comptroller of the United States (Comptroller) and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, Grantor, the Secretary, IMLS, the Comptroller and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of Grantor, the Secretary, IMLS and the Comptroller to perform site reviews of the Project, and to inspect all property, facilities and equipment purchased by Grantee, if any, as part of the Project.

b. Retention of Records

Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of seven (7) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved litigation or audit questions at the end of the seven-year period, Grantee shall retain the records until the litigation or questions are resolved.

c. Expenditure Records

Grantee shall document the expenditure of all funds disbursed by Grantor under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Grantor to verify how the moneys were expended.

d. Audit Requirements.

(i) Grantee agrees to comply with the applicable audit requirements for the Grant Funds as contained in the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, Non-profit Institutions*. Grantee shall send a copy of, or electronic link to, any annual audit subject to this requirement covering expended Grant Funds and shall submit or cause to be submitted, the annual audit of any sub grantee(s), contractor(s), or subcontractor(s) of Grantee responsible for the financial management of Grant Funds.

(ii) Grantee shall save, protect and hold harmless Grantor from the cost of any audits or special investigations performed by the Secretary, IMLS or the Comptroller with respect to the Grant Funds. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and Grantor.

9. Grantee Subagreements and Procurements

a. Subagreements

Grantee may enter into agreements with contractors for performance of the Project with the prior approval of Grantor.

(i) All subagreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Grantee of its responsibilities under this Agreement.

(ii) Grantee agrees to provide Grantor with a copy of any signed subagreement upon request by Grantor. Any substantial breach of a term or condition of a subagreement relating to Grant Funds must be reported by Grantee to Grantor within ten (10) days of its being discovered.

b. Procurements

Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules ensuring that:

(i) all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;

(ii) to the extent required by law, all procurement transactions are conducted in a manner providing full and open competition;

(iii) procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

c. Additional requirements.

(i) Time for Performance

Grantee shall complete all purchases, including installation, funded under this Agreement prior to the expiration date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Grantee will notify Grantor in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Grantor will consider amending this Agreement to extend time in extenuating circumstances.

(ii) Property Purchased

Grantee shall maintain inventory records of tangible, non-expendable, personal property purchased with Grant Funds that have a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Grantee shall report the purchase of such property to Grantor on a form supplied by Grantor within thirty (30) days following the receipt of such property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. Title to all property purchased with Grant Funds must vest in Grantee. Grantee shall dispose of any non-expendable personal property in accordance with federal requirements and procedures of the State, including filing a disposition report for all such property.

10. Termination

a. Termination by Grantor

Grantor may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Grantor in such written notice, if:

(i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

(ii) Grantor fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Grantor, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

(iv) The Project would not produce results commensurate with the further expenditure of funds; or

(v) Grantee takes any action pertaining to this Agreement without the approval of Grantor and which under the provisions of this Agreement would have required the approval of Grantor. Grantee may appeal a termination under paragraph (i) above to the State Librarian as an appeal of an order in other than a contested case.

b. Termination by Grantee

Grantee may terminate this Agreement effective upon delivery of written notice of termination to Grantor, or at such later date as may be established by Grantee in such written notice, if:

(i) Any requisite local funding to continue the Project becomes unavailable to Grantee; or

(ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. Termination by Either Party

Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. GENERAL PROVISIONS

a. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against Grantor or Grantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim

with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which Grantor is jointly liable with Grantee (or would be if joined in the Third Party Claim), Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of Grantor on the one hand and of Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantor on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if Grantor had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with Grantor (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantor in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of Grantor on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Amendments

This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

c. Duplicate Payment

Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

d. No Third Party Beneficiaries

Grantor and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

e. Notices

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee Contact or Grantor Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.e. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Grantor, such facsimile transmission must be confirmed by telephone notice to Grantor Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

f. Governing Law, Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Grantor (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to the venue, and waives any claim that such forum is an inconvenient forum.

g. Compliance with Law

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with

- (i) 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;
- (ii) Title V and Section 504 of the Rehabilitation Act of 1973, as amended

(29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);

(iii) the Americans with Disabilities Act of 1990 and ORS 659A.142;

(iv) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685–86), which prohibits discrimination on the basis of sex in education programs;

(v) 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;

(vi) all regulations and administrative rules established pursuant to the foregoing laws; and

(vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

h. Insurance; Workers' Compensation

All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub grantee(s), contractor(s), and subcontractor(s) complies with these requirements.

i. Independent Contractor

Grantee shall perform the Project as an independent contractor and not as an agent or employee of Grantor. Grantee has no right or authority to incur or create any obligation for or legally bind Grantor in any way. Grantor cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Grantor, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

j. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

k. Counterparts

This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one

agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

I. Integration and Waiver

This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions. By its signature below, the Grantor certifies that the Project is necessary and essential for activities that are properly within the statutory functions of Grantor, and that the arrangements and payments contracted for are in compliance with the provisions for programs of the Institute of Museum and Library Services, Library Services and Technology Act, 20 USC 9121, and the Oregon LSTA 5-year State Plan.

Acme Public Library, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

**APPROVED AS TO LEGAL SUFFICIENCY
(If required by Grantee)**

By _____
Grantee's Legal Counsel

Date _____

Grantee Contact:

Name
Title
Address 1
Address 2
Phone
Email

STATE OF OREGON, by and through its
Oregon State Library

By _____

Name: MaryKay Dahlgreen

Title: State Librarian

Date:

**APPROVED AS TO LEGAL SUFFICIENCY
For agreements over \$150,000**

(Group approval ORS 137-045-0015)

By Cynthia C. Byrnes
Assistant Attorney General

Date: October 27, 2014

Grantor Contact:

Name Ann Reed
Title Federal Programs Coordinator
Address 1 250 Winter St. NE
Address 2 Salem, OR 97301
Phone 503-378-5027
Email ann.reed@state.or.us

EXHIBIT A

Project Description and Budget

Grantee: Acme Public Library

Grant title: Reaching Out to Kids

The Project is:

This project aimed to encourage children to develop an awareness of and enthusiasm for hard science early in their preschool and elementary school years while they also are learning to read. We built on the excitement of stories, and tried experiments in real life, integrating a program of elementary physics with early literacy experiences. The library created 120 sample kits of literature with manipulative science objects - anvils, catapults, levers, etc. Kits were used in outreach activities with local after-school groups and daycare centers. Surveys of participating children indicate an improved excitement around learning about science.

Grantee may expend Grant Funds only in accordance with the following approved budget:

Item	Total
Personnel	\$5,000
Fringe Benefits	\$100
Travel	\$1,000
Equipment	\$2,500
Supplies	\$0
Contractual	\$0
Library Materials	\$1,400
Total Direct Charges	\$10,000
<i>Indirect Charges</i>	\$1,000
Total Grant	\$11,000

Grant Funds may be transferred among the above direct cost categories for which allocations were approved, without amending this Agreement, so long as cumulative transfers among direct cost categories do not exceed ten percent (10%) of the total approved budget. This provision does not allow the total amount of the Grant Funds to be increased.

EXHIBIT B

Summary of Federal Requirements and Certification

Grantee and Grantee's sub-recipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements including but not limited to:

- (i) if Grantee is a local government, provisions of the Library Services and Technology Act, 20 USC 9121 and the Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Government of the National Foundation on the Arts and Humanities, 45 CFR 1183; and
- (ii) if Grantee is a university, the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals and Non-Profit Organizations.

Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the Grant Funds:

This form, with signature, may be scanned, faxed or emailed to ferol.wevand@state.or.us

Library Support and Development Services
Oregon State Library
250 Winter St. NE
Salem, OR 97301

CERTIFICATIONS REGARDING: NONDISCRIMINATION; DEBARMENT AND SUSPENSION; FEDERAL DEBT STATUS; LOBBYING; TRAFFICKING IN PERSONS; CONFLICT OF INTEREST

1. Nondiscrimination

The authorized representative, on behalf of the Grantee or its Fiscal Agent, certifies that the Grantee or its Fiscal Agent will comply with the following nondiscrimination statutes and their implementing regulations:

- (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;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
- (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685–86), which prohibits discrimination on the basis of sex in education programs; and

- (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.

2. Debarment and Suspension

The authorized representative, on behalf of the Grantee or its Fiscal Agent, certifies to the best of his or her knowledge and belief that neither the Grantee or its Fiscal Agent:

- (a) Are presently excluded or disqualified;
- (b) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the grantee or its fiscal agent.
- (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 C.F.R. part 180.800(a) and enumerated above.
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

3. Federal Debt Status

The authorized representative, on behalf of the Grantee or its Fiscal Agent, certifies to the best of his or her knowledge and belief that the Grantee or its Fiscal Agent is not delinquent in the repayment of any Federal debt.

4. Certification Regarding Lobbying Activities (Applies to Applicants Requesting Funds in Excess of \$100,000) (31 U.S.C. § 1352)

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

- (a) No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) No Library Services and Technology Act funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State agency, Member of the Legislature, an officer or

employee of the Legislature, or an employee of a Member of the Legislature in connection with legislative action through oral or written communication with State legislative officials, or solicitation of others to influence or attempt to influence legislative action.

- (c) No Library Services and Technology Act or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:
- draft legislation or resolutions
 - travel to meetings of governmental bodies urge passage of legislation or resolutions
 - survey voters regarding passage and drafting of legislation or resolutions
 - pay governmental fees (use fees, ballot filing fees, permits, etc.)

5. Trafficking in Persons

The authorized representative, on behalf of the Grantee or its Fiscal Agent, certifies to the best of his or her knowledge and belief that neither the Grantee or its Fiscal Agent:

- engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- procures a commercial sex act during the period of time that the award is in effect
- uses forced labor in the performance of the grant

6. Conflict of Interest

The grantee and its fiscal agent (if different):

- shall not hold financial interests that conflict with the conscientious performance of duty;
- shall not engage in financial transactions using nonpublic government information or allow the improper use of such information to further any private interest.
- shall not, but for exceptions allowed by regulations, solicit any gift or other item of monetary value from any person or entity seeking official action from the IMLS or Oregon State Library;
- shall put forth honest effort in the performance of the grant;
- shall make no unauthorized commitments or promises of any kind purporting to bind the Government;

- shall act impartially and not give preferential treatment to any private organization or individual;
- shall protect and conserve Federal property and shall not use it for other than authorized activities;
- shall disclose waste, fraud, abuse, and corruption to appropriate authorities;
- shall endeavor to avoid any actions creating the appearance that you are violating the law or the ethical standards.

In the event of a conflict of interest, please contact Ann Reed at ann.reed@state.or.us.

The undersigned shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, and subgrants) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact on which the Oregon State Library relied when it made or entered into this grant or cooperative agreement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Signature of Authorized Certifying Official

Print name and Title of Authorized Certifying Official

Date

K:\FederalProgramsCoordinator\LSTA\LSTA Forms\LSTACertifications.doc January 13, 2015

1. Nondiscrimination

Grantee shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d). Grantee shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Grantee will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.

- a.** Grantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Grant Funds assisted contract or in the administration of the Project. Failure by Grantee to carry out these requirements is a material breach of

this Agreement, which may result in the termination of this Agreement or such other remedy as the Grantee deems appropriate.

b. Grantee must include the language in (a), above, in each subagreement Grantee signs with a subcontractor or sub-recipient.

2. Certification Regarding Lobbying Activities (Applies to Applicants Requesting Funds in Excess of \$300,000) (31 U.S.C. § 1352)

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

a. No Library Services and Technology Act ("LSTA") funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

b. No LSTA funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state agency, member of the legislature, an officer or employee of the legislature, or an employee of a member of the legislature in connection with legislative action through oral or written communication with state legislative officials, or solicitation of others to influence or attempt to influence legislative action.

c. No LSTA or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:

- (i)** draft legislation or resolutions
- (ii)** travel to meetings of governmental bodies to urge passage of legislation or resolutions
- (iii)** survey voters regarding passage and drafting of legislation or resolutions
- (iv)** pay governmental fees (use fees, ballot filing fees, permits, etc.)

3. Trafficking in Persons

The authorized representative, on behalf of the Grantee or its fiscal agent, if any, certifies to the best of his or her knowledge and belief that neither the Grantee or its fiscal agent, if any,:

- (i)** engages in trafficking in persons, procures a commercial sex act, or uses forced labor

- (ii) procures a commercial sex act during the period of time that the award is in effect
- (iii) uses forced labor in the performance of the Grant

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, and sub-grants) and that all sub-recipients shall certify accordingly.

4. Debarment and Suspension

The authorized representative, on behalf of the Grantee or its fiscal agent, if any, certifies to the best of his or her knowledge and belief that neither the Grantee or its fiscal agent, if any,:

- (i) Are presently excluded or disqualified;
- (ii) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the grantee or its fiscal agent.
- (iii) 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. part 180.800(a) and enumerated above.
- (iv) Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

5. Federal Debt Status

The authorized representative, on behalf of the Grantee or its fiscal agent, if any, certifies to the best of his or her knowledge and belief that the Grantee or its fiscal agent, if any, is not delinquent in the repayment of any Federal debt.

6. Children's Internet Protection Act (CIPA)

Public and public/school library grantees, and consortia with public or school members **must** check one of the options below (a, b, or c).

- a. The applicant public or public/school library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. Every computer connecting to the Internet, public and staff, is filtered. The filter can be disabled upon request of adults.

- b. *(for consortia only)*

Prior to using any LSTA funds to purchase computers used to

access the Internet or to pay for direct costs associated with accessing the Internet for a public library or a public/school library, the applicant consortium or group will collect and retain a duly completed Internet Safety Certification from every constituent public library or public/

school library in accordance with requirements of Section 9134(f) of the Library Services and Technology Act. Every computer connecting to the Internet, public and staff, is filtered. The filter can be disabled upon request of adults.

- c. The requirements of Section 9134(f) of the Library Services and Technology Act do not apply to the applicant library because it is an academic or special library or no funds made available under the LSTA program will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library or public/school library that does not receive discounted E-Rate services under the Communications Act of 1934, as amended.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

This certification is a material representation of fact on which the Oregon State Library relied when it made or entered into this grant or cooperative agreement.

Signature of Authorized Certifying Official

Print name and Title of Authorized Certifying Official

Date