

GRANT AGREEMENT
Libraries Strengthening Connections Grant
State Project Code: NC-LSC-102

This Agreement is by and between Durham County Library, hereinafter referred to as the “Library” and the North Carolina Department of Natural and Cultural Resources, hereinafter referred to as “DNCR.”

Library Name: Durham County Library

Mailing address: 300 North Roxboro Street

City, State, ZIP: Durham, NC 27701-3414

Project manager name/title: Oni Gaines

Project manager telephone: (919)560-0191

Project manager email: ogaines@dconc.gov

Unique Entity Identifier: XR6NNDRARCK6

Federal Employer Identification Number: 56-6000297-1

Indirect cost rate for this award: N/A

Library fiscal year ending date: June 30

Federal Award Identification Information Required by 2 CFR 200.332

State Award Name: State Fiscal Recovery Funds
 Federal Award ID Number (FAIN): SLFP0129
 Federal Award Date: May 18, 2021
 Grant Award Period and Budget Start and End Date: February 15, 2026 - September 30, 2026
 Amount of Federal Funds Obligated by this Action: \$ 72,878.00
 Federal Award Project Description as required by FFATA: Libraries Strengthening Connections Grants (Digital Literacy and Awareness Projects)
 Contact Information for Awarding Official: Catherine Prince, Federal Programs Consultant, State Library of North Carolina, 4640 Mail Service Center, Raleigh, NC, 27699-4600, 919-814-6796, catherine.prince@dncr.nc.gov.
 Assistance Listing Number/Title: 21.027/Coronavirus State and Local Fiscal Recovery Funds

This award is not R&D.

DNCR has agreed to fund this grant with federal State Fiscal Recovery Funds, as awarded to DNCR from the North Carolina Department of Information Technology (“NCDIT”), to be disbursed through North Carolina Financial System accounting fund 4600.215517.XXXXXX.0000000.

IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING, THE LIBRARY HEREBY AGREES TO:

1. Accept and administer a grant from DNCR in the amount of \$ 72,878.00 (the “Grant”) for costs associated with the project represented in the Library’s Grant application, Grant award letter, and any amendments thereto.

2. Abide by all provisions in this document, the provisions in **Attachment A** which are incorporated herein, the Library's submitted Grant application that is on file with DNCR (the "Grant Application"), and any certifications submitted with this Agreement, including Debarment and Suspension; Lobbying; Federal Debt Status; Trafficking in Persons; and Nondiscrimination.
3. Encumber and expend Grant funds
 - a. only upon or after the effective date of this Agreement and before its termination;
 - b. in accordance with the project budget as submitted with the project application, or as modified in the Grant award letter, or as amended and approved by DNCR;
 - c. in accordance with all applicable local, State and Federal laws and regulations; and
 - d. in a manner that ensures free and open competition. (Libraries eligible to purchase under State contract may use that option for Grant purchases.)
4. Maintain or demonstrate the willingness to maintain:
 - a. written procedures that minimize the time elapsed between the transfer of funds from DNCR and disbursement by the Library; and
 - b. financial management systems that meet the standards for fund control and accountability in 2 CFR 200.305.
5. Submit Grant expense reports with appropriate documentation of all eligible project expenditures as defined in the Grant Application to DNCR at least quarterly, on or before April 15, and July 15.
6. Submit quarterly Grant project status reports to DNCR, briefly describing current and anticipated project expenditures and project activities.
7. On or before **July 15, 2026**, expend a minimum of seventy-five percent (75%) of the Grant; provide a list of remaining activities with an estimate of remaining Grant expenditures, as defined in the Grant Application.
8. Complete all Grant expenditures by **September 30, 2026**, or by the termination date of this Agreement.
9. On or before **October 15, 2026**, submit a final expense report and return any disallowed costs, undisbursed funds, earned interest, and erroneous payments to DNCR. Per 2 CFR 200.305(b)(12), earned interest on cash advances in excess of \$500 per year must be sent to DNCR to be returned to the Federal funding agency.
10. Provide library services resulting from the Grant to all members of the community served, in compliance with all applicable statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.
11. Submit a final report to DNCR by **November 30, 2026**, providing a description of project expenditures, a narrative of project activities, and other elements required by the funder.
12. Certify upon completion of the Grant that Grant funds were received, used, and expended for the purposes for which they were granted.
13. Complete the Single Audit Certification and maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the Grant for either (a) five years from the end of the expenditure of all State Fiscal Recovery Funds or their return to the U.S. Treasury; or (b) until all audit exceptions have been resolved, whichever is longer. Provide access upon request to DNCR, the North Carolina Office of the State Auditor, NCDIT, the Joint Legislative Commission on Governmental Operations (as well as applicable legislative employees), the U.S. Treasury, and the Comptroller General or their designees, to all records and documents related to the Grant, including audit work papers in possession of any auditor of the Library.

14. Comply with the applicable requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as supplemented by 2 CFR Part 1000, and the North Carolina Administrative Code, Title 9, Subchapter 03M, "Uniform Administration of State Awards of Grants," including submission of required financial reports within three months of the end of the Library's fiscal year(s) in which Grant funds are received.
15. File with DNCR a copy of the Library's **policy addressing conflicts of interest** that may arise involving the Library's management employees and members of its board of directors, commissions, or other governing body. Pursuant to N.C.G.S. § 143C-6-23(b), the policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library's employees or members of its board, commissions, or other governing body, from the Library's disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy must be filed before DNCR may disburse the Grant funds, unless the Library is a State entity or an entity subject to the audit and other reporting requirements of the Local Government Commission.
16. File with DNCR the Library's sworn written statement completed by the Library's board of directors or other governing body stating that, pursuant to N.C.G.S. § 143C-6-23(c), the Library does not have any **overdue tax debts**, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level. The written statement must be made under oath and filed before DNCR may disburse the Grant funds, unless the Library is a State entity or an entity subject to the audit and other reporting requirements of the Local Government Commission.

DNCR AGREES TO:

1. Award Grant funds to the Library in the amount and under the terms and conditions stated in this Agreement, subject to the allocation and appropriation of funds to DNCR for the purposes set forth in this Agreement.
2. Pay Grant funds in advance, provided that the Library maintains both written procedures that minimize the time elapsed between the transfer of funds and disbursement and financial management systems that meet the standards for fund control and accountability in 2 CFR Part 200. Notwithstanding the preceding sentence, in no event will Grant funds be paid to the Library prior to official notification of the Grant award being received from DNCR and this Grant Agreement being signed by both the Library and DNCR.
3. Assist the Library as appropriate and necessary with the implementation of this project by providing monitoring and oversight through a combination of periodic emails, calls, visits, and review of expense requests and reports.
4. Report on this project to the funding agency, the NCDIT, and the North Carolina Office of State Budget and Management in accordance with all applicable Federal and State requirements.

GENERAL PROVISIONS:

1. Assignment: The Library must request prior written approval from DNCR for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this Agreement. The Library must require that any subgrantees and assignees agree in writing to abide by the terms of this Agreement and provide all information necessary for the Library to comply with the terms of this Agreement.

2. Relationship of the Parties: This Agreement shall not be construed as creating or constituting a partnership, joint venture, association, or employer-employee relationship between the parties, nor shall this Agreement be construed to authorize either party or its personnel to act as an agent for the other party.
3. E-Verify: To the extent applicable, the Library represents that it and each of its lower-tier subgrantees, contractors and/or subcontractors, if any, performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
4. Access to Persons and Records: The State Auditor, DNCR's internal auditors, the Joint Legislative Commission on Governmental Operations (as well as applicable legislative employees), and any other authorized State entity shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement, as required under North Carolina law (including, but not limited to, N.C.G.S. §§ 143-49(9) & 147-64.7).
5. Availability of Funds: The Library understands and agrees that payment of the sums by DNCR specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to DNCR for the purposes described in the Agreement.
6. Sales and Use Tax: If eligible, the Library and all its subgrantees, if any, shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their expense reports.
7. Historically Underutilized Businesses: Pursuant to N.C.G.S. §§ 143-48, 143-128.4, and 143B-1361(a), DNCR invites and encourages participation in this procurement process by historically underutilized businesses ("HUBs"), which are businesses that are at least fifty-one percent owned and operated by minorities, women, disabled, disabled business enterprises, or non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this Agreement. For any questions concerning NC HUB certification, contact the NC Office of Historically Underutilized Businesses at (984) 236-0130 or HUBOffice.DOA@doa.nc.gov.
8. Gifts and Favors Regulated: Under Governor Perdue's Executive Order 24 and N.C.G.S. § 133-32, it is unlawful for any vendor or contractor (e.g., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:
 - a. Have a contract with a government agency;
 - b. Have performed under such a contract within the past year; or
 - c. Anticipate on bidding on such a contract in the future.

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference and shall apply to all vendors and subcontractors under this Agreement.

9. Amendments: This Agreement may only be amended by a written amendment signed and dated by both the Library and DNCR.
10. Waiver of Default: Waiver by either party of any default or breach in compliance with the terms of this Agreement by the other party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of each party, and attached to the Agreement. The failure of either party to require the performance of any obligation herein, or the waiver by either party of any breach of a

condition, shall not prevent a subsequent enforcement of such obligation or constitute a waiver of any subsequent breach.

11. Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.
12. Termination: This Agreement may be terminated by mutual consent with sixty days' prior written notice, or as otherwise provided by law. This Agreement will automatically terminate if NCDIT terminates its award to DNCR. The Library and DNCR understand and acknowledge that the U.S. Department of the Treasury may terminate the award in accordance with 2 CFR 200.399 to .340.
13. Termination for Cause: If either party shall fail to fulfill its obligations under this Agreement in a timely and proper manner (the "Noncompliant Party"), the other Party shall have the right to terminate this Agreement by providing sixty days' written notice to the Noncompliant Party and specifying the effective date thereof, which date shall be no less than sixty days from the date the written notice was given.
14. Effect of Termination: The Library will not incur new obligations for the terminated portion of the Agreement and will cancel as many outstanding obligations as possible immediately after receiving the notification of termination from DNCR or providing DNCR with the same if the Subgrantee is terminating the Agreement. Costs incurred after receipt or provision of termination notice will be disallowed. In the event of any termination, Grant funds that are unexpended upon termination of the Agreement must be returned to DNCR.
15. Remedies Cumulative: The rights and remedies of each party specified in this Agreement shall be cumulative and in addition to any other rights or remedies otherwise available by law.
16. Severability: If any provision of this Agreement is held to be invalid or unenforceable under applicable law, or shall be considered severable, this Agreement shall remain in force and be binding upon the parties as though said provision had never been included. If, subsequent to the date of this Agreement, valid applicable State or Federal laws or regulations governing the relationship between the parties take effect, this Agreement will be considered to incorporate such laws or regulations so long as they will be effective, and any provision of this Agreement in conflict therewith will be void during such period.
17. Survival: Any provision of this Agreement that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
18. Entire Agreement: This Agreement and any documents attached and incorporated by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.
19. Governing Law: This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with the law of the State of North Carolina, regardless of any conflict of laws principles.
20. Signature Warranty: This Agreement and any amendment or addendum hereto may be executed in counterparts, each of which, when execute by the parties, shall be deemed a complete, original document. An electronic or facsimile copy thereof shall have the same legal force and effect as an original document. Each person executing this Agreement on behalf of each party represents and warrants, respectively, (a) that party has the right and authority to enter into this Agreement and perform the obligations hereunder, and (b) each person signing this Agreement is duly authorized to do so. This Agreement is in effect upon signing by all parties.

Attachment A: Grant Provisions

Libraries awarded grants must agree to comply with the following provisions:

1. Timing of Expenditures: Official notification of the grant award must be received from DNCR and a grant agreement must be signed by both the Library and DNCR before any funds may be encumbered or expended for the project.
2. Allowable and Unallowable Costs: The Library must carry out the grant project according to the approved grant application, and all Federal funds must be expended solely for the purposes for which a grant was awarded. The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, and under recovery of costs under grant agreements (i.e., excess costs from one grant agreement are not chargeable to another grant agreement).
3. Budget Revisions and Programmatic Changes: The Library must not deviate from the approved budget and plan for carrying out the grant project unless prior approval is obtained from DNCR.
4. Equipment Purchases and Inventory: The Library must comply with Subpart D of 2 CFR Part 200 when making any equipment purchases. The Library must request prior written approval from DNCR for any equipment with a per unit price above \$5,000 and list this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with DNCR.
5. Audit and Financial Reporting Requirements: Grants must be audited in compliance with Federal and State audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:
 - (a) United States Office of Management and Budget (OMB) 2 CFR Part 200, Subpart F - Audit Requirements
 - (b) N.C.G.S. § 143C-6-23 "State grant funds: administration; oversight and reporting requirements," and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, "Uniform Administration of State Grants."
6. Financial Certifications: The Library must include a certification, in accordance with 2 CFR 200.415, whenever applying for funds, requesting payment, and submitting financial reports.
7. Procurement: The Library understands and agrees that procurement activities, if any, undertaken in connection with this Agreement shall be subject to applicable law, including the following provisions:
 - (a) The Library shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2, or 147-86.60.
 - (b) If acquiring goods and services from contractors, including consultants, the Library shall follow the procurement standards in Subpart D of 2 CFR Part 200.
 - (c) The Library should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as defined in 2 CFR 200.322(b).
8. Whistleblower Protections: Per 2 CFR 200.217, an employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory

requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

9. Publicizing and Acknowledging Funds: Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
10. Clean Air Act and Federal Water Pollution Control Act: If this Agreement awards amounts in excess of \$150,000, the Library must comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
11. Drug-free Workplace: The Library must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Library is an individual) of 31 CFR Part 20, which adopts the Governmentwide implementation of Section 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701-707).
12. Hatch Act: The Library agrees to comply, as applicable, with requirements of the Hatch Act (5. U.S.C. §§ 1501–1508 & 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Attachment B: Certifications

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION; LOBBYING; FEDERAL DEBT STATUS; NONDISCRIMINATION, AND TRAFFICKING IN PERSONS

1. DEBARMENT AND SUSPENSION

The Library shall comply with 2 CFR Part 180, as implemented by the U.S. Treasury at 31 CFR Part 19. The undersigned, on behalf of the Library, certifies to the best of his or her knowledge and belief that neither the Library 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 you 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 Library is unable to certify to any of the statements in this certification, it shall attach an explanation to this submission.

The Library is required to communicate the requirement to comply with 2 CFR Part 180 Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons) to persons at the next lower tier with whom the Library enters into covered transactions.

2. LOBBYING

As required by 31 U.S.C. § 1352, and implemented by 31 CFR Part 21 for persons entering into a grant or cooperative agreement over \$100,000, the Library certifies to the best of its knowledge and belief that:

- (a) No Federal appropriated 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 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) If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the Library) 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 undersigned shall request, complete, and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The Library shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3. FEDERAL DEBT STATUS

The undersigned, on behalf of the Library, certifies to the best of his or her knowledge and belief that the Library is not delinquent in the repayment of any Federal debt.

4. NONDISCRIMINATION

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, the undersigned, on behalf of the Library, certifies that the Library 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. § 2000d et seq.), as implemented at 31 CFR Part 22, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in Federally-assisted programs;
- (c) 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 and activities receiving Federal financial assistance;
- (d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 et seq.), as implemented at 31 CFR Part 23, which prohibits discrimination on the basis of age in Federally-assisted programs; and
- (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

5. TRAFFICKING IN PERSONS

The Library must comply with 22 U.S.C. § 7104(g). This Agreement may be terminated by the U.S. Treasury or other authorized actions taken if the Library or any subgrantee or subcontractor engages in, or uses labor recruiters, brokers, or other agents who engage in trafficking in persons, the procurement of a commercial sex act, the use of forced labor, or acts that directly support or advance trafficking in persons.

- (a) *Provisions applicable to a recipient that is a private entity.*
 - (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipients employees must not engage in:
 - (i) Severe forms of trafficking in persons;
 - (ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
 - (iii) The use of forced labor in the performance of this award or any subaward; or
 - (iv) Acts that directly support advance trafficking in persons, including the following acts:
 - (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

- (B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
 - (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - (D) Charging recruited employees a placement or recruitment fee; or
 - (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- (2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this Section; or
 - (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this Section through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)." as implemented by the U.S. Treasury at 31 CFR Part 19.
- (b) *Provision applicable to a recipient other than a private entity.*
- (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
 - (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).", as implemented by the U.S. Treasury at 31 CFR Part 19.
- (c) *Provisions applicable to any recipient.*
- (1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this Section.
- (2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this Section:
- (i) Implements the requirements of 22 U.S.C. 7104; and
 - (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
- (3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
- (4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) *Definitions.* For the purposes of this award term:

Employee means either:

- (1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or


- (2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the Trafficking Victims Protection Act, as amended (22 U.S.C. 7101 et seq.).

The undersigned further provides assurance that it will include the language of these certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

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

DocuSigned by:

 2B24CE2253F7488...

Signature of Authorized Certifying Official

Claudia Hager

County Manager

Print Name and Title of Authorized Certifying Official

2/5/2026

Date

My conflict of interest policy is on file

My conflict of interest policy is attached

SLNC review for all documentation received and signatures gathered