### **GRANT SUMMARY SHEET**

Grant Name: TSLA American Rescue Plan Act 22

**Department:** PUBLIC LIBRARY

Grantor: INSTITUTE OF MUSEUM AND LIBRARY SERVICES

**Pass-Through Grantor** 

(**If applicable**): TENN. STATE LIB. & ARCHIVES

**Total Award this Action:** \$49,200.00

**Cash Match** \$10,800.00

**Department Contact:** Lee Boulie - Assistant Director, Collections and Technology

862-5805

Status: NEW

### **Program Description:**

Limitless Libraries fosters educational attainment and equity by providing public library materials and services to all public-school students and staff. The current website is built on Drupal 7, a platform that will no longer be supported after November 2022. The move to Drupal 9 means an entire rewrite of the site. The plan is to redesign/engineer/refresh the site at the same time and to move it to the same server space where Nashville Public Library's main website lives.

### Plan for continuation of services upon grant expiration:

Service will be provided as long as there are grant funds available.



B.A. Initials

# **Grants Tracking Form**

Pre-Application O	Application	`	Part		Contract Amendi	mont O	_	
• •	Application (		Award Accepta	Contact	Contract Amendi	nent O	Dhana	For
Department  PUBLIC LIBRARY  ▼	<b>Dept. No.</b> 039	Lee Boulie - Ass	bulie - Assistant Director, Collections and Technology			Phone 862-5805	Fax 880-2605	
					Teermology		802-3803	880-2003
Grant Name:		Rescue Plan Act			04			
Grantor:		M AND LIBRARY SERVIO			▼ Other:			
Grant Period From:	07/01/21		(applications only) A					
Grant Period To:	06/30/22		(applications only) A					
Funding Type:	FED PASS THRU	▼		Multi-Depart			► If yes, list k	elow.
Pass-Thru:	TENN. STATE LIB. & AF	RCHIVES $lacktriangle$			sultant Project:			
Award Type:	COMPETITIVE	▼		Total Award		\$49,200.00		
Status:	NEW	▼		Metro Cash		\$10,800.00		
Metro Category:	New Initiative	▼		Metro In-Kin	d Match:	\$0.00		
CFDA#	N/A			Is Council a	oproval required?	V		
Project Description:				Applic. Submitte	ed Electronically?	V		
Limitless Libraries fosters edu	ucational attainr	nent and equity	by providing p	ublic library r	naterials and servi	ces to all public-s	chool studen	ts and staff.
The current website is built or			_			-		
rewrite of the site. The plan is	s to redesign/en	gineer/refresh t	he site at the sa	ame time and	to move it to the s	same server spac	e where Nas	hville Public
Library's main website lives.								
Plan for continuation of servi	ce after expiration	on of grant/Budg	getary Impact:					
Service will be provided as lo	ng as there are	grant funds ava	ailable.					
How is Match Determined?								
Fixed Amount of \$		or	20.0%	% of Grant		Other:		
Explanation for "Other" mean	s of determining	match:						
For this Metro FY, how much	of the required	oool Motro oosk	motobi					
		ocai metro casi	Yes		<b>und</b> 10101	Business Unit	3910	1000
Is already in department budg	get r		res					
Is not budgeted? (Indicate Match Amount & Sou	urco for Ramaini	ng Grant Vacre	in Rudget Relea		roposed Source of	wiatti.	LITTILIESSS LIDIAITE	es Operating Budo
`	arce for Kemaini	ng Grant rears	m Budget Belov	W)				
Other:	l from als		0.00	A ctual musch	or of positions add	- d-	0.00	
Number of FTEs the grant wil			0.00		per of positions add	ea:	0.00	
Departmental Indirect Cost Ra		2/ 211			of Grant to Metro:		\$9,953.16	
*Indirect Costs allowed?	Yes O No	% Allow.			quested from Grant	or:	\$6,000.00	in budget
*(If "No", please attach documen	ntation from the g	rantor that indire	ect costs are not	allowable. See	Instructions)			
Draw down allowable?								
Metro or Community-based P	artners:							
Part Two								

Part Two										
Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY22		\$49,200.00	\$0.00	\$10,800.00	10101, 39101090	\$0.00	\$60,000.00	\$9,953.16	\$6,000.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
То	tal		\$49,200.00	\$0.00	\$10,800.00		\$0.00	\$60,000.00	\$9,953.16	\$6,000.00
	Dat	e Awarded:		11/29/21	Tot. Awarded:	\$49,200.00	Contract#:	N/A		
	(or)	Date Denied:			Reason:					
	(or)	Date Withdraw	vn:		Reason:					

Contact: <u>trinity.weathersby@nashville.gov</u> <u>vaughn.wilson@nashville.gov</u>

Rev. 01/03/11 **5280** 

TW

GCP RECEIVED 12/3/21 GCP APPROVED 12/3/21

# GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, OFFICE OF THE SECRETARY OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES AND NASHVILLE PUBLIC LIBRARY

This grant contract ("Grant Contract"), by and between the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Nashville Public Library, hereinafter referred to as the "Grantee," is for the provision of providing public libraries with the technology, materials, furniture, and services to better serve their communities, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

### A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Technology. The Grantee will use funds to purchase computers for use by library patrons and staff; library management software for increased efficiency in access to library collections and services; networking hardware; mobile devices; peripheral devices; software for library use; and/or other technological items and supplies to enhance the use of technology services available at the public library.
  - a. The Grantee will follow the Minimum Specifications guidelines when purchasing desktop computers and laptops for a Windows environment. Desktop computer purchases will meet or exceed the minimum requirements as designated in Platform 2 for the low-bid desktop. Laptop computer purchases will meet or exceed the minimum requirements as designated in Platform 1a or 1b for the low-bid notebook on the State of Tennessee NASPO Master Agreement.
  - b. The Grantee will follow the grant guidelines when purchasing computer and peripheral hardware for an Apple environment. iMac 2.3 GHz, Mac Pro 2.3 GHz, or Mac Mini desktop computers and MacBook Pro or MacBook Air purchases will meet or exceed the minimum requirements as listed at http://store.apple.com/us.
  - c. The Grantee will use computer devices and/or software purchased with grant funds to offer additional services to library patrons or to increase the efficiency of current services.
  - d. The Grantee agrees to maintain adequate funding for the proper maintenance and support for hardware purchased with grant funds.
- A.3. Website Design. The Grantee will use funds for the creation of a public library website that will be accessible online. This can also include the cost of the website domain and any hosting fees during the grant period.
- A.4. Materials. The Grantee agrees to provide access to and/or circulation of library materials in a variety of formats, to provide special services to children and young people, and to promote general education support services.
- A.5. Furniture. The Grantee will use funds for the purchase of furniture for the express purpose of improving social distancing for patrons and staff, for accommodations indicated in the Americans with Disabilities Act, or to provide private workstations for patrons to access telehealth and workforce development services.

- A.6. The Grantee agrees to allow onsite visits by Tennessee State Library and Archives personnel to monitor use of grant funds.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Three, is incorporated in this Grant Contract.

### B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on June 30, 2022, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

### C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty-Nine Thousand Two Hundred Dollars (\$49200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Jennifer Cowan-Henderson Tennessee State Library and Archives 1001 Rep. John Lewis Way N. Nashville, TN 37219

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Office of the Secretary of State, Tennessee State Library and Archives.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.

- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
  - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
  - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
    - No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund

- the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all

- payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

### D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
  - D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
  - D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
  - D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally 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 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.
- b. If any funds other than federally appropriated funds have been paid or will be paid 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 this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Jennifer Cowan-Henderson, Director of Planning & Development Tennessee State Library and Archives 1001 Rep. John Lewis Way N. Nashville, TN 37219 jennifer.cowan-henderson@tn.gov Telephone # 615-741-1923 FAX # 615-532-9904

### The Grantee:

Lee Boulie, Assistant Director for Collections and Technology Nashville Public Library 615 Church Street Nashville, TN 37219 lee.boulie@nashville.gov Telephone # 615-862-5800

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
  - a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. <u>Monitoring</u>. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. <u>Annual and Final Reports</u>. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the

final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. <u>Audit Report.</u> The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.* 

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract,

- statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may. upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. <u>No Acquisition of Equipment or Motor Vehicles</u>. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200">http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200</a> main 02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the

confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

### E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. <u>Drug-Free Workplace</u>. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. <u>Grantee Participation</u>. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
    - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <a href="http://fedgov.dnb.com/webform/">http://fedgov.dnb.com/webform/</a>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.6. <u>Title VI Compliance.</u> Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing <u>all</u> of the following items:
  - a. Provide name and contact information of Grantee's Title VI Coordinator to State.
  - Ensure Policies and Procedures Manual contains a Title VI section with information on:

     (a) Filing a complaint;
     (b) Investigations;
     (c) Report of findings;
     (d) Hearings and appeals;
     (e) Description of Title VI Training Program;
     (f) Limited English Proficiency (LEP) procedure;
     and (g) Retaliation.
  - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and

Include: 1) dates and duration of each training; 2) list of staff completing training on each date.

- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

IN WITNESS WHEREOF,

**NASHVILLE PUBLIC LIBRARY:** 

Cauce E. Searce	November 23, 2021
GRANTEE SIGNATURE	DATE
Joyce E. Searcy	Board Chain
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (ab	ove)
TENNESSEE STATE LIBRARY AND ARCHIVES:	
CHARLES A. SHERRILL, STATE LIBRARIAN AND ARCHIVE	ST DATE
OFFICE OF THE SECRETARY OF STATE:	
THE HADOETT SECRETARY OF STATE	DATE
TRE HARGETT, SECRETARY OF STATE	DAIE
VC-	

# SIGNATURE PAGE FOR GRANT NO. TSLA ARPA Grant FY22

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY	
A GL.	11/29/2, Date
Department	Date
APPROVED AS TO AVAILABILITY OF FUNDS:	
DocuSigned by:	12/9/2021
kully Flannery/myw Kolly/Plannery, Director	Date
Department of Finance	Bate
APPROVED AS TO RISK AND INSURANCE:	
DocuSigned by:	12/10/2021
Balogun (০৮৮ <del>Director</del> ফf⁴Risk Management Services	Date
APPROVED AS TO FORM AND LEGALITY:	
DocuSigned by:	12 (10 (2021
Miki Eke	12/10/2021
Metropolitan Attorney	Date
FILED:	
Metropolitan Clerk	Date

### **ATTACHMENT ONE**

### **GRANT BUDGET**

Nashville Public Library

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:

BEGIN: 07/01/2021 END: 06/30/2022

	DEGIN: 07/01/2021	END:	END: 06/30/2022	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	43200.00	10800.00	54000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	6000.00	0.00	6000.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	49200.00	10800.00	60000.00

<sup>&</sup>lt;sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <a href="http://www.tn.gov/finance/looking-for/policies.html">http://www.tn.gov/finance/looking-for/policies.html</a>).

<sup>&</sup>lt;sup>2</sup> Applicable detail follows this page if line-item is funded.

A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

# **ATTACHMENT ONE**

### **GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
To utilize a web design vendor to create, modify, or maintain a library website, and the domain costs of that website	43200.00
TOTAL	43200.00

# **ATTACHMENT TWO**

### **Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

Grantee's fiscal year.				0	
"Parent" means an entity whose IRS filing contains the in	nforma	tion of	at lea	st one other er	itity.
"Child" means an entity whose information is contained i	in anot	her en	tity's II	RS filing.	
Grantee's Edison Vendor ID number: 4					
Is Nashville Public Library a parent?	Yes		No		
If yes, provide the name and Edison Vendor ID number,	if appl	icable,	of any	y child entities.	
Is Nashville Public Library a child?	Yes	V	No		
If yes, complete the fields below.					
Parent entity's name: Metropolitan Govern	rent	of AU	ash	ille and Da	vidson County
Parent entity's tax identification number: 62-06	94	743			
Note: If the parent entity's tax identification number must be submitted via US mail to:	is a so	ocial s	ecurit	y number, this	s form
Central Procurement Office, Grants 3 <sup>rd</sup> Floor, WRS Tenness 312 Rosa L Parks Av Nashville, TN 372 Parent entity's contact information	ee Tovenue		/lanag	ger	
Name of primary contact person: Makgakes	f W	al Ked	2, AS	sistant Chi	of Accountant
Address: 100 2N Ave North Ste	310	3	DOB	Ox 19630	v
Phone number: 615-862-6369			Vasi	ville TIV3	57219-6300
Email address: Makgaket. Walker @	nas	LVIlle	rige	N	
Parent entity's Edison Vendor ID number, if applicable: _	4				-

# **ATTACHMENT THREE**

# Federal Award Identification Worksheet

	To a second seco
Subrecipient's name (must match registered	Metropolitan Government of Nashville
name in DUNS)	and Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	LS-250238-OLS-21
Federal award date	04/09/2021
CFDA number and name	45.310 State Library Program
Grant contract's begin date	07/01/2021
Grant contract's end date	06/30/2022
Amount of federal funds obligated by this grant contract	\$49200.00
Total amount of federal funds obligated to the subrecipient	\$83,010.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$3,500,545.00
Name of federal awarding agency	Institute of Museum and Library Services
Name and contact information for the federal awarding official	Dennis Nangle 202-653-4661 dnangle@imls.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	10%

### Resolution No. RS2021-1072

A resolution approving an application for an American Rescue Plan Act (ARPA) grant from the Tennessee State Library and Archives to the Metropolitan Government, acting by and through the Nashville Public Library, to upgrade the Limitless Libraries website to foster educational attainment and equity by providing public library materials and services to all public school students and staff.

WHEREAS, the Tennessee State Library and Archives is accepting applications for an American Rescue Plan Act (ARPA) grant with an award of \$50,000.00 with a required cash match of \$10,000.00; and,

WHEREAS, the Metropolitan Government, acting by and through the Nashville Public Library, is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant application be approved and submitted.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Metropolitan Government's application for an American Rescue Plan Act (ARPA) grant, with an award not to exceed \$50,000.00, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Nashville Public Library is authorized to submit said application to the Tennessee State Library and Archives.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

OF FUNDS:
DocuSigned by:
Levia (rumbo/mfW Kevia Grumbo, Director
Kevin Grumbo, Director
Department of Finance
APPROVED AS TO FORM AND
LEGALITY:
DocuSigned by:
NUL: EL.

Assistant Metropolitan Attorney

APPROVED AS TO AVAILABILITY

Hymte Joonss

Mynte Joonss

Mynte Joonss

Mustler

But Male

Member(s) of Council

Zulfat Suara

### **GRANT APPLICATION SUMMARY SHEET**

**Grant Name:** 

TSLA American Rescue Plan Act 22

Department:

PUBLIC LIBRARY

**Grantor:** 

TENNESSEE STATE LIBRARY AND ARCHIVES:

**Pass-Through Grantor** 

(If applicable):

**Total Applied For:** 

\$50,000.00

Metro Cash Match:

\$10,000.00

**Department Contact:** 

Lee Boulie - Assistant Director, Collections and Technology

862-5805

Status:

**NEW** 

### **Program Description:**

Limitless Libraries fosters educational attainment and equity by providing public library materials and services to all public-school students and staff. The current website is built on Drupal 7, a platform that will no longer be supported after November 2022. The move to Drupal 9 means an entire rewrite of the site. The plan is to redesign/engineer/refresh the site at the same time and to move it to the same server space where Nashville Public Library's main website lives.

# Plan for continuation of services upon grant expiration:

Service will be provided as long as there are grant funds available.

APPROVED	AS TO	<b>AVAILA</b>	BILITY
OF FUNDS:			

APPROVED AS TO FORM AND LEGALITY:

Docusigned by:  LUN CHUMBO/MJW _ 62377A2A8742469	7/23/2021 Date	Docusigned by:  Miki Eku 30EFE061CB15400n Attorney	7/23/2021 Date
APPROVED AS TO	RISK AND		

**INSURANCE:** 

Balogun Cobb -68804BF12FD741C... sk Management Date

**Services**