

## Grant Agreement & Contract

This agreement details the responsibilities of the funder, Humanities Texas (hereinafter called HTx) and your organization (hereinafter called grantee or subrecipient), and the terms and conditions of the grant. This grant is a subaward made possible by a grant from the National Endowment for the Humanities (hereinafter called NEH) and is subject to the [Code of Federal Regulations, Title 2 CFR Part 200](#).

Program title: Museum on Main Street Crossroads: Change in Rural America  
Grant number: 2025-7142

Subrecipient name: County of El Paso  
Subrecipient UEI: GJJHZSZVQWR6

Grant period start date: 04/01/2025

Grant period end date: 06/30/2025

Award date: 03/22/2025

**Award amount: \$2,000.00**

The grantee agrees to provide this amount in cash cost-share for this project:

Cash cost-share: \$0.00

The grantee agrees to provide this amount in in-kind cost-share for this project:

In-kind cost-share: \$7,049.00

Indirect cost rate, if any: N/A

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The grantee agrees to administer this grant in compliance with the following terms and conditions:

### A. Cost Principles

1. The award is contingent upon the availability of funds from the NEH.
2. Only those costs set forth in the budget approved by HTx will be charged to this grant.
3. No funds from this grant will be used to pay costs of alcoholic beverages or food.
4. Necessary travel expenses may be charged at rates not to exceed the current rates listed on the U.S. General Services Administration website at [www.gsa.gov](http://www.gsa.gov). Air travel is allowable at economy or coach rates.
5. No funds from this grant will be used for construction, renovation, repairs, or restoration of real property.
6. No funds from this grant will be used for ground-disturbing activities such as archaeological work, landscaping, or the addition of permanent outdoor signage.
7. No funds from this grant will be used for live or dead animals. Grant activities must not include live or dead animals.
8. No funds from this grant will be used for experimental, developmental, or research work.
9. No funds from this grant will be used for fundraising.
10. Any performers involved in grant activities must receive prevailing minimum compensation.
11. No funds from this grant will be used to promote a particular political, religious, or ideological point of view; advocate for a particular program of social or political action; or support specific public policies or legislation.
12. No funds from this grant will be used to pay for fiscal agent or fiscal sponsorship fees.

13. The grantee will not seek or receive additional federal funds for the same expenditures or for the same program work or activities incurred in connection with this grant.
14. All grant funds must be expended during the grant period.
15. The budget must be compliant with applicable sections of [2 CFR §200](#).

## **B. Grant Accounting and Records**

1. The grantee agrees to maintain records and accounts consistent with generally accepted accounting principles and to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, project funds.
2. The grantee will permit HTx, NEH, and/or auditors to access grantee records and financial statements as necessary for HTx to fulfill monitoring requirements per 2 CFR 200.332(b)(5).
3. The grantee certifies that accounts and supporting documentation relating to project expenditures and income will be adequate to permit an accurate and expeditious audit. An audit may be made by HTx, by its designated representative, or by the General Accounting Office of the United States government.
4. The grantee will maintain records and accounts for this project for a period of not less than three years after HTx accepts its final report.
5. The grantee agrees to maintain records to demonstrate that cost-sharing contributions are not less than the amount indicated in the approved budget or any revision thereof which is approved in writing by HTx. The grantee further agrees to secure reasonable written proof of the value of these contributions to the project and to maintain such proof in a form that will permit an accurate and expeditious audit.
6. The Approved Budget Summary accompanying this Grant Agreement is considered a part of the agreement.
7. The grantee agrees to provide a written notification to HTx if the grantee expects to meet or exceed the Single Audit threshold ([§200.501](#)) of expending \$1,000,000 or more in federal funds in the grantee's fiscal year.

## **C. Final Report & Closeout**

1. Within ninety days of the termination of the grant period, unless further time is granted by HTx in writing, the final report must be submitted to HTx. The final report will consist of the following:
  - a. A report summarizing the outcomes of the grant project.
  - b. A final expenditure form that demonstrates how HTx funds were spent and the amount of cost-share provided.
2. The NEH, HTx, and the Federal Government have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use final report materials for government purposes.
3. Once the grantee submits the final report, HTx staff will begin the closeout process. The final report will be reviewed and evaluated. Unused grant funds will be returned by the grantee or requested by HTx. A closeout letter will be provided to the grantee after HTx determines that the program and grant has concluded. Grantees may allocate a reasonable portion of unused funds towards closeout costs, including final report preparation.

## **D. Limitations on the Use of Grant Funds**

1. Grant funds must be obligated during the grant period. Obligations outstanding as of the official termination date shall be liquidated within 30 days thereafter.
2. Grant funds may only be used for project purposes and activities as set forth in the proposal and budget originally approved by HTx or as subsequently amended and approved in writing by HTx.
3. Any funds received that remain uncommitted at the termination of the grant period must be returned with the final financial report by check payable to HTx.

4. If HTx conducts an audit and determines that funds have been improperly applied, those funds must be returned to HTx.

#### **E. Grant Amendments**

Any of the following amendments to the grant must be initiated by a written request and be submitted and approved prior to significant changes of the following:

- a. Changes of project scope, purpose, activities, dates and times, or principal participants.
- b. Changes in the project director, authorizing official, or finance official.
- c. Changes in the project budget which exceed ten percent in any line item, or which eliminate additional or introduce categories of expenditures.
- d. Changes in duration of the grant period. Such changes must be requested at least 30 days prior to the termination of the grant period.

#### **F. Program Income**

The grantee is to use program income earned during the period of performance as cost-sharing. Program income must be used to meet the cost sharing or matching requirement of the award. Income earned after the award does not carry any restrictions.

#### **G. Acknowledgement and Data Collection**

1. HTx must be credited in the following way in all publications and announcements related to the project: "This program is supported by Humanities Texas, the state affiliate of the National Endowment for the Humanities." Any acknowledgment must also include the following statement: "Any views, findings, conclusions, or recommendations expressed in this {article, book, exhibition, film, program, database, report, Web resource}, do not necessarily represent those of the National Endowment for the Humanities or Humanities Texas."
2. The grantee hereby agrees to publicize the project thoroughly in accordance with the plan set forth in the proposal and utilizing suggestions provided by HTx.
3. Data collection activities performed under this grant are the responsibility of the grantee, and HTx's support of grant activities does not constitute approval of the survey design, questionnaire content, or data collection procedures. The grantee shall not represent to respondents that such data are being collected for, or in association with, HTx, the NEH, or any other government agency.

#### **H. Copyrights**

1. The grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this grant.
2. The NEH and HTx reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

#### **I. Eligibility and Nonprofit Status**

1. The grantee certifies that it is constituted for nonprofit purposes and is a private nonprofit organization; an institution of higher education; a state or local governmental entity; a federally recognized Indian tribal government; or an institution of the federal government. If the grantee is a tax-exempt organization under Section 501(c) of the Internal Revenue Code, a copy of the IRS determination must be submitted to HTx with the signed copy of this agreement unless it has been previously submitted.
2. The grantee will keep its tax-exempt status for the duration of the grant period and will maintain an active registration on the federal System for Awards Management (SAM) along with registering for a Unique Entity Identifier (UEI).

3. The grantee will notify HTx if there are any changes to its tax-exempt status.
4. HTx reserves the right to terminate the grant and request a refund if the grantee fails to maintain tax-exempt status and an active SAM registration.

#### **J. Modifications**

No person other than the Executive Director of HTx, with agreement from the grantee Authorized Official, is authorized to modify any of the terms of this agreement.

#### **K. Grantee Responsibilities & Rights**

1. In making this grant HTx does not assume any liability or responsibility for the actions of the grantee in carrying out the purposes of the grant. The grantee shall be responsible for taking appropriate action concerning, and agrees that HTx shall not be responsible for, legal action arising out of the actions of the grantee in carrying out the grant to the extent authorized by the laws and constitution of the State of Texas.
2. The grantee agrees that it will not assign its right or obligations under this grant agreement without the written permission of HTx. In the event that such rights are transferred to any other party, the terms of this agreement will remain in effect.
3. An employee of HTx or the grantee 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 grant, a gross waste of Federal funds, an abuse of authority relating to a Federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal grant, per 2 CFR 200.217.
4. The grantee must establish, document, and maintain effective internal control over the award that provides reasonable assurance that the grantee is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award (2 CFR 200.303).
5. The grantee must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.
6. The grantee is responsible for the oversight of the grant. The grantee must monitor their activities to ensure they are compliant with all requirements and meeting performance expectations. Monitoring by the grantee must cover each program, function, or activity (2 CFR 200.329).
7. The NEH does not have a direct legal relationship with the grantee or contractors of any tier.
8. The grantee assures and certifies that it and its principals are not suspended, debarred, or excluded from doing business with the federal government.
9. The grantee may not be delinquent on repayment of federal debt and must not receive funds until federal debts are cleared.

#### **L. General Provisions**

The application submitted by the grantee, as amended and approved by HTx, is considered a part of this agreement.

#### **M. Non-Compliance & Termination**

1. Failure of the grantee to comply promptly with any and all provisions of this grant agreement shall be considered non-compliance and will be sufficient cause for the grant to be terminated.
2. Failure of the grantee to submit required reports, failure to request prior approval for changes to the subaward, or failure to execute the project in accordance with the approved work plan will be considered non-compliance.
3. Unallowable expenditures will be considered non-compliance.

4. A termination warning will be issued by HTx before a termination review is initiated. Termination shall be effective upon receipt by the grantee of a written termination notice from HTx, but not before a warning is issued. Terminations are reviewed by the Executive Director before issuance.

The grantee may terminate this grant and agreement for convenience with 30 days written notification.

#### **N. Non-Discrimination Agreement**

The grantee assures HTx that the conduct of this project will be in compliance with the grant provisions set forth by the National Foundation on the Arts and Humanities Act of 1965 (as amended). The grantee certifies that it is a nonprofit organization and assures HTx that this project will be conducted in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

#### **O. Lobbying**

No funds from this grant will be used for certain electioneering activities, financial support for political parties, attempts to influence federal or state legislation either directly or through grass roots lobbying, and some legislative liaison activities. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, prohibits recipients of federal contracts, grants, and loans from using appropriated funds to influence the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, cooperative agreement, loan, or any other award covered by §1352. 18 U.S.C. 1913 makes it a crime to use funds appropriated by Congress to influence members of Congress regarding congressional legislation or appropriations.

#### **P. NEH Terms**

1. Grantees that control or possesses Native American human remains and associated funerary objects must conform to the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA).
2. In accordance with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), educational institutions that receive federal funding are required to hold an educational program on the United States Constitution on September 17 during the relevant fiscal year for students served by that institution.
3. Any grantee that uses grant funds for geospatial data, products, and services must comply with the government-wide requirements contained in OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data and Executive Order 12906: Coordinating Geographic Data Access.
4. In accordance with Public Law 111-88 Sec.427, none of the funds made available under this grant may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
5. Grantees with projects related to Native Americans, Aleut, Eskimo, or Native Hawaiian peoples are responsible for adhering to the NEH's Code of Ethics Related to Native Americans([NEH policy](#))
6. Grantees must be informed that Limited English Proficiency is covered in Title VI of the Civil Rights Act of 1964. ([NEH policy](#))
7. In compliance with recent Executive Orders, the grantee agrees that no part of this award will be used for the promotion of gender ideology or environmental justice activities. NEH and HTx are required to comply and respond to Executive Orders and Federal court actions.

**Q. Award Information**

- This award is considered a subaward of federal money granted to HTx (the pass-through entity) via the NEH (the awarding agency).
- This award is NOT a R&D award.
- These federal funds are being awarded under the following federal Assistance Listing Number (ALN): 45.129.
- The Authorized Official for HTx is Executive Director Eric Lupfer (contact information: 512-440-1991, [elupfer@humanitiestexas.org](mailto:elupfer@humanitiestexas.org)).
- The Federal Award Identification Number (FAIN) is: SO-289880-23

**R. Agreement Expiration**

If this Agreement is not signed and returned to HTx within 30 days of the issuing date, HTx reserves the right to void this agreement and the award, in its entirety, as of the Agreement due date.

## **S. Payment and Conditions**

HTx will provide \$2,000 in outright funds upon receipt of the signed Grant Agreement but not prior to the grant period.

No further conditions have been assigned to this portion of the agreement.

## **Authorized Signature**

The signatures on this document of the person(s) authorized to make legal contracts for grantee will represent grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. By signing, you also certify the following:

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

## **HUMANITIES TEXAS**

1410 Rio Grande Street

Austin, TX 78701

Tel. 512 440 1991



Eric Lupfer, Executive Director

03/26/2025

Date

## **GRANTEE**

County of El Paso

500 E. San Antonio Ave.

El Paso, TX 79901

## **Authorized official**

Ricardo Samaniego, County Judge  
County Judge

## **Finance official**

Barbara Parker  
County Auditor

Ricardo Samaniego, County Judge,  
Authorized official

Date

The award payment will be mailed to the following address listed in the Pre-Award form:

500 E. San Antonio Ave

El Paso, TX 79905

## Approved Budget Summary

Grant #: 2025-7142

Grantee: County of El Paso

Program title: Museum on Main Street Crossroads: Change in Rural America

<b>Budget Category</b>	<b>HTx Award</b>
Personnel	\$0.00
Consultants/Honoraria	\$0.00
Travel	\$1,642.00
Supplies	\$0.00
Promotion	\$0.00
Evaluation	\$0.00
HTx Exhibition	\$0.00
Indirect Costs	\$0.00
Other Costs	\$510.00
<b>Total</b>	<b>\$2,000.00</b>
Total HTx award	\$2,000.00
Total cash cost-share	\$0.00
Total in-Kind cost-share	\$7,049.00
<b>Total project budget</b>	<b>\$9,201.00</b>

*This approved budget summary is considered a part of the grant agreement. Modifications to the budget must be requested by the grantee and approved by HTx. No costs may be incurred before the grant period and all funds must be expended during the grant period.*