

Libraries Connecting Texas Grant Reimbursement Contract

Between

Texas State Library and Archives Commission

And

_____ Olton Area Library _____

(Library)

This grant contract ("Grant Contract") sets forth the terms and conditions applicable to the Grant Contract arrangement between the Texas State Library and Archives Commission ("TSLAC") and the _____ Olton Area Library ____ ("Library"), a participant in the Texas State Library and Archives Commission's Libraries Connecting Texas Project. This Grant Contract is entered into pursuant to the applicable Subsections of Texas Government Code Section 441.

I. Background

In conducting a statewide speed test in 2016, TSLAC found that only 6% of Texas public libraries were meeting the FCC's benchmarks for connectivity necessary to serve their specific population size. By increasing connectivity capacity, public libraries in Texas help ensure every member of their community has an equal opportunity to succeed both personally and professionally. Broadband (high speed Internet) enables library patrons to more effectively and efficiently access the indispensable services at their local public library, including job searching tools, consumer health information, e-government resources, and small business assistance. This project directly addresses two goals outlined in the Commission's 2017-2021 Agency Strategic Plan: Goal 6: "To support efforts to ensure digital inclusion for Texans," and Goal 1: "To articulate and advance the value of Texas libraries as essential to our communities."

Pursuant to the General Appropriations Act for the 2018-2019 Biennium, out of funds appropriated in TSLAC's Items of Appropriation, Aid to Local Libraries, the Texas 85th Legislature appropriated funds to TSLAC specifically to help public libraries increase the capacity of their broadband Internet speed during State Fiscal Years 2018 and 2019 in connection with those participating public libraries successfully qualifying and securing a federal discount, associated Universal Service Fund funding and E-rate support through the federal E-Rate initiative in compliance with FCC rules and requirements ("Participating Libraries").

The **Libraries Connecting Texas ("LCT")** project includes a reimbursement subsidy for those Participating Libraries from TSLAC to support the non-discounted portion of a Participating Library's E-rate funding request for Category One Internet access service (and Category Two services if necessary) during E-rate Funding Year 2018, as Category One and Category Two services are specified at <https://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

II. TSLAC Obligations

Provided that the Library named above qualifies as, and remains, a Participating Library and has become E-Rate Qualified (as defined below), TSLAC agrees to provide to Library one-on-one support and training from a professional E-rate coaching firm to assist in the application process and

a state-funded reimbursement subsidy in the amount of **\$366.96** ("Grant Amount") to pay for the non-discounted portion of the Library's Internet access service fees due during the 2018 E-rate funding year ("E-rate Funding Year 2018") which is currently July 1, 2018 to June 30, 2019, to support increased Internet connectivity to the Library.

III. Library Obligations

In addition to qualifying as a Participating Library, the Library must: (1) submit a request for competitive bids to the Universal Service Administrative Company ("USAC"); (2) review the subsequent offers; (3) select a preferred vendor; (4) apply to USAC for approval for the desired purchases; and (5) expend all funds awarded under this Grant Contract in compliance with the standard State of Texas Terms and Conditions outlined in the attached Appendix A, updated September 15, 2015 and in 2018, which are hereby incorporated by reference into this Grant Contract as if fully set forth herein, and according to guidelines provided by the Libraries Connecting Texas Project, see: <https://www.usac.org/sl/applicants/beforeyoubegin/definitions.aspx>, which are hereby incorporated by reference as if fully set forth herein (collectively "E-Rate Qualified"). Any Grant Amount awarded funds not expended within the E-Rate Funding Year, as outlined in the preceding paragraph, must be returned to TSLAC by the Participating Library. Library acknowledges this requirement and agrees to provide documentation to TSLAC to demonstrate compliance with this E-Rate Qualified section of this Grant Contract. Library further acknowledges TSLAC's right to audit and/or review the Library's accounting records relating to this contract upon reasonable notice by TSLAC to the Library and according to requirements in paragraph 8 of Attachment A.

IV. Expectations

1. The Texas State Library and Archives Commission will advance the Grant Amount to the Library upon receipt of a fully executed Grant Contract. This Grant Contract must be executed by an official of the Library's governing authority authorized to enter into this agreement and bind the Library; by signing this Grant Contract, such official represents and warrants to TSLAC that he or she has that authority.
2. Library must report on Grant Amount expenditures and outcomes in accordance with the requirements and timeline provided by TSLAC, which are hereby incorporated by reference as if fully set forth herein. Reports will be submitted electronically through TSLAC's Grant Management System (GMS), <https://grants.tsl.texas.gov/>. TSLAC will provide Library access to GMS upon receipt of an executed Grant Contract, if Library does not already have access to the system. Documentation of expenditures must demonstrate that the Library has become E-Rate Qualified and has paid for E-rate discounted Internet services during E-rate Funding Year 2018 at the costs assumed at the time of the Funding Commitment Decision Letter ("FCDL") is received by the Library. Required expenditure documentation will be submitted quarterly in the form of copies of Internet service provider bills and proofs of payment. Participants must also complete brief outcome surveys distributed to Library at intervals determined by TSLAC.
3. If, for whatever reason, the Library does not expend the entire Grant Amount that they are advanced in accordance with the terms of this Grant Contract, the Library will be required to refund any remaining unspent funds to TSLAC in accordance with requirements outlined above.

V. Warranties

Library hereby represents and warrants that:

- (a) Library shall ensure that it has met all FCC requirements to be, and remain, E-Rate Qualified and shall not spend the Grant Amount on any other expenditure except as set forth herein;
- (b) Library is in good standing with all regulatory agencies that regulate any or all aspects of the Library's operations;
- (c) Library shall comply with all terms and conditions of the USAC, all State of Texas Terms and Conditions outlined in the attached Appendix A, the terms and conditions of any vendor agreement for Library's selected Internet service, and any applicable state, local and federal law; and
- (d) Library has the right to become a Participating Library as contemplated under this Grant Contract.

VI. Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Grant Requirements

Library agrees to comply with applicable laws (state and federal), executive orders, regulations and policies as well as Texas Government Code, Chapter 783 (Uniform Grant and Contract Management Act) and the Uniform Grant Management Standards ("UGMS") as it may be updated by Texas Comptroller of Public Accounts, including without limitation, the UGMS assurances.

VII. Applicable Law and Conforming Amendments

This Grant Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Grant Contract is fixed in any court of competent jurisdiction of Travis County, Texas. Library must comply with all laws, regulations, requirements, and guidelines applicable to this Grant Contract as these laws, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of the Grant Contract. TSLAC reserves the right, in its sole discretion, to unilaterally amend the State of Texas Terms and Conditions in Appendix A throughout the term of this Grant Contract to incorporate any modifications necessary for TSLAC or Library's compliance with all applicable State and Federal laws and regulations.

VIII. Contract Term

This Grant Contract shall become effective upon TSLAC's receipt of the executed document. The Grant Contract will remain in effect until all conditions outlined above have been met, unless modified or terminated earlier by mutual consent. The Grant Contract shall expire no later than 60 days after the end of the E-rate funding year for which the Library received the Grant Award.

IX. Authorized Signatures for Execution of Grant Contract

. The Grant Contract is hereby executed by the below authorized official from the Library's Governing Authority on behalf of the Library identified above. This Grant Contract may only be modified by mutual consent in advance of Grant Contract expiration date (August 31, 2019) and by execution of authorized officials from TSLAC and the Library's Governing Authority.

X. Entire Agreement

This Grant Contract, including all appendices and all documents referenced by link or incorporated by reference herein ("Incorporated Documents"), reflects the entire agreement between the parties with respect to the subject matter herein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the parties related to such subject matter. By executing this Grant Contract, the Library agrees to strictly comply with the requirements and obligations of this Grant Contract, including all appendices and Incorporated Documents.

XI. Contact Information

Contact information for parties to this Grant Contract are outlined below. All communication relating to this Grant Contract must be directed to the contacts named below, or their successors.

Texas State Library and Archives Commission

Project Representative: Henry Stokes

Position: Library Technology Consultant

Address: PO Box 12927, Austin, TX 78711-2927

Telephone: 512-463-6624

Fax: 512-936-2306

E-mail:

Questions about TINS# or direct deposit: contact Jo Ann Ramirez, Chief Accountant, 512-463-54732, email jramirez@tsl.texas.gov.

Library

Project Representative Name:

Position:

Address:

Telephone:

Fax:

E-mail:

Gina Jones

TINS# _____

Fiscal Contact Name:

Funds will be paid by electronic transfer

Position:

Address:

Telephone:

Fax:

Email:

Authorized Signatures:

Texas State Library and Archives Commission:

Signature: _____ Date: _____

Name: Donna Osborne
Title: Chief Operations and Fiscal Officer

Library Governing Authority:

Signature:  _____ Date: 7-9-18

Name: James M. DeLoach
Title: County Judge

Appendix A

State of Texas Terms and Conditions

1. Independent Contractor

Library and each of Library's employees, representatives, agents and subcontractors shall serve as an independent contractor in participating and performing under this Grant Contract, and shall not be employees of TSLAC. Library shall ensure that its employees, representatives, agents and subcontractors observe all TSLAC rules and procedures, and all applicable laws and regulations. Library expressly understands and acknowledges that in entering into agreements with Internet vendors, subcontractors or other entities in connection with this Grant Contract, Library shall be solely responsible for payments due to such subcontractors, vendors and other entities. Library shall ensure that any agreements executed with any Internet vendors shall be in compliance with these Terms and Conditions and the Grant Contract.

2. Confidentiality and Public Information Act

Notwithstanding any provisions of any contract to the contrary, Library understands that TSLAC will comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Grant Contract, any application, letter, report, and any Grant Amount awarded, along with and all data and other information associated therewith and generated or otherwise obtained may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the Texas "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Library is required to make any information created or exchanged with TSLAC, the State of Texas, or any state agency pursuant to the Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TSLAC, the State of Texas, or any state agency. Library agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Grant Contract, including information which discloses confidential personal information.

3. Dispute Resolution

The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by TSLAC and Library to resolve any dispute arising under any contract. Neither the execution of any contract, nor the acceptance of any application, by TSLAC nor any other conduct of any representative of TSLAC relating to any Contract and/or Application shall be considered a waiver of sovereign immunity to suit.

4. Force Majeure

TSLAC shall not be responsible for performance under this Grant Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of TSLAC. Library shall not be liable to TSLAC for non-performance or delay in performance of a requirement or obligation under this Grant Contract (excluding Library's reporting responsibilities and Library's duty to maintain records) if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence and must be beyond the control of Library, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without Library's fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

5. Debts or Delinquencies to the State

TSLAC is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Library agrees that, to the extent Library owes any debt or delinquent taxes to the State of Texas and to the extent applicable and/or allowable under Texas and Federal laws and regulations, TSLAC will withhold any payments or other amounts Library is otherwise owed under this Grant Contract until the debt or delinquent taxes are paid in full. Library agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

6. Indemnification

LIBRARY SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TSLAC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR INTANGIBLE PROPERTY RIGHTS, AND/OR ANY ACTS OR OMISSIONS OF THE LIBRARY, OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND/OR IN CONNECTION WITH LIBRARY'S INTERNET ACCESS OR ORIGINATING WITH LIBRARY'S INTERNET VENDOR AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY LIBRARY WITH THE TEXAS OFFICE OF THE ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND LIBRARY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. LIBRARY AND THE TSLAC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

7. State Auditor

In addition to and without limitation on the other audit provisions, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Library or any other entity or person receiving funds from the State directly under this Grant Contract. The acceptance of funds by Library or any other entity or person directly under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Library or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Library further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Library related to this Grant Contract.

8. Access and Audit by TSLAC; Record Retention

At the request of the TSLAC, Library shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of Library, to TSLAC or its designees for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the

sole discretion of TSLAC, TSLAC shall provide Library with up to five (5) business days advance notice of any such examination or audit. The Library must retain all administrative, financial and any other records as are deemed necessary by TSLAC, TSLAC's auditor, the State Auditor's Office or other auditors of the State of Texas and/or the federal government for a period of seven (7) years following the completion of the E-rate Funding Year 2018.

9. Termination for Convenience of the State of Texas

TSLAC reserves the right to terminate this Grant Contract or any Grant Amount awarded hereunder at any time, in whole or in part, without penalty, by providing seven (7) calendar days advance written notice, if TSLAC determines that such termination is in its best interest or the best interest of the State of Texas. In the event of such a termination, Library shall, unless otherwise mutually agreed upon in writing, cease all activity under this Grant Contract immediately upon the effective date of termination.

10. Termination for Cause

If Library fails to perform the required obligations according to the provisions of this Grant Contract, TSLAC may, upon written notice of default to Library, immediately terminate all or any part of this Grant Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Grant Contract.

11. Buy Texas

To the extent applicable, in accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Library shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

12. Equal Opportunity and Drug Free Work Place

Library represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in connection with this Grant Contract and the performance thereof. Library represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. Sections 8101 - 8106) and maintain a drug free workplace and environment.

13. Funding Limitation

Library agrees that funding for this Grant Contract is subject to the actual receipt by TSLAC of funds appropriated to TSLAC. Library agrees that the funds, if any, received from TSLAC are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of TSLAC for the purpose of this Grant Contract. Library agrees that notwithstanding any other provision, if TSLAC is not appropriated the funds or if TSLAC does not receive the appropriated funds for this grant program, or if the funds appropriated to TSLAC for this grant program are required to be reallocated to fund other state programs or purposes, TSLAC is not liable to pay the Library any remaining balance on this Grant Contract. Library agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of TSLAC in excess of the Grant Amount funds delineated in this Grant Contract.

14. No Assignment

Library may not subgrant, subcontract or assign any of its rights or duties under this Grant Contract without the prior written approval of TSLAC.

15. No Waiver of Sovereign Immunity

TSLAC and Library agree that no provision of this Grant Contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.

16. No Conflicts of Interest; Accuracy; False Statements

Library represents and warrants that Library has no actual or potential conflicts of interest in receiving grant funding from the State of Texas and that Library's receipt of grant funds under any related contract or application would not reasonably create an appearance of impropriety. The Library has not given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of TSLAC in connection with this Grant Contract. All statements and information prepared and submitted in connection with this Grant Contract, and any request or application, are current, complete and accurate. By signature on this Grant Contract, Library makes all the representations, warranties, guarantees, certifications and affirmations included in therein. If Library signs the Contract with a false statement or it is subsequently determined that Library has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Grant Contract, Library shall be in default and TSLAC may terminate or void the Contract for cause and pursue other remedies available to TSLAC under applicable law. In such event, Library hereby agrees to return the entire Grant Amount in full to TSLAC.

17. Child Support Obligation Affirmation

Under Section 231.006 of the Texas Family Code, Library certifies that the individual or business entity named in this Grant Contract is not ineligible to receive the specified grant, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

18. No use of Grant Amount for Lobbying

Library shall not use any Grant Amount funds provided by TSLAC to Library to influence the passage or defeat of any legislative measure or election of any candidate for public office.

19. Severability Clause

In the event that any provision of this Grant Contract and/or the State of Texas Terms and Conditions is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Grant Contract and the State of Texas Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

20. Business with Iran, Sudan, or Terrorist Organizations

Library hereby represents and warrants that it does not, and shall not for the duration of any resulting contract or purchase order hereunder, engage in any business operations, including but not limited to acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce with Iran, Sudan or a foreign terrorist organization.

21. Boycott of Israel

Library hereby represents and warrants that it does not, and shall not for the duration of any resulting contract or purchase order hereunder, boycott Israel as defined under Texas Government Code, Sec. 808.001(1).