

Libraries Connecting Texas Grant Reimbursement Contract

Between

Texas State Library and Archives Commission

And

_____ Lamb County Library _____

(Library)

DRAFT

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 _____ Lamb County 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

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.

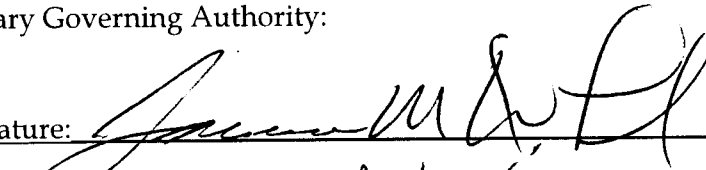
Authorized Signatures:

Texas State Library and Archives Commission:

Signature: _____ Date: _____

Name: Donna Osborne
Title: Chief Operations and Fiscal Officer

Library Governing Authority:

Signature:  _____ Date: 9-24-18

Name: James M. DeHatch
Title: County Judge

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

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).