

18.e.4



**Harris County
Public Library**
your pathway to knowledge

HCPL Administrative Offices
8080 El Rio Street
Houston, TX 77054

AGENDA DATE: November 9, 2010

**P 713.749.9000
F 713.749.9090
W www.hcpl.net**

October 22, 2010

Honorable Ed Emmett, County Judge
Commissioners of Harris County
Rhoda L. Goldberg
Director
1001 Preston
Houston, TX 77002

Vote of the Court:	Yes	No	Abstain
Judge Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Dear Judge Emmett and Commissioners:

I respectfully request authorization to accept \$1,137,357 from the Broadband Technology Opportunities Program as a Recovery Act Investment grant awarded through the Texas State Library and Archives Commission. Harris County Public Library's participation in this state-wide project, Technology, Expertise, Access and Learning for all Texans, would enable an upgrade to high-speed fiber at 9 locations, replacement of 264 PCs over 5 years old, the addition of 84 public PCs, and the funding of 10 Technology Training Assistant positions.

Branches
Aldine
Atascocita
Baldwin Boettcher

Barbara Bush
Crosby
Cy-Fair

Evelyn Meador
Fairbanks

Freeman
Galena Park

High Meadows
Jacinto City

Katherine Tyra

Katy

Kingwood

La Porte

Maud Marks

North Channel

Northwest

Octavia Fields

Parker Williams

South Houston

Spring Branch

Stratford

Tomball

West University

Enclosed are two copies of the participation agreement for Judge Emmett's signature.

Thank you.

Sincerely,

Rhoda L. Goldberg
Director

CC: Linda Stevens
Cristina Gonzales
Ron Lucik

Presented to Commissioner's Court

NOV 09 2010

APPROVE GL

Recorded Vol _____ Page _____

vs - org letter + order + copy backup

Library - copy letter + cc order + org backup

Bm - copy

Budget (Heather) - copy ✓

Ad - copy

Grant

10-25-10A09:17 RCVD

HARRIS COUNTY
MANAGEMENT SERVICES

10 NOV -4 AM 9:10



HARRIS COUNTY, TEXAS

Office of Budget Management 1310 Prairie, Suite 530 Houston, Texas 77002 (713) 755-3301
Grants Coordination Section - Conveyance Form Application Award

Department Name / Number	DUNs	Grant Title
HARRIS COUNTY PUBLIC LIBRARY - 285	072206378	Public Computer Centers '10
Funding Source: U.S. Department of Commerce: CFDA# 11.557	Grant Agency: Texas State Library and Archives Commission	
Program Year: 1 st	Program Ending:	
Grant Begin Date: 11/15/2010	Grant End Date: 07/31/2013	
Grant Org. Key:	If applicable, Prior Year Org. Key: N/A	

Grant Description:

Funded by the American Recovery and Reinvestment Act (ARRA) via the U.S. Department of Commerce, the Broadband Technology Opportunities Program (BTOP) provides grants to fund broadband infrastructure in unserved and underserved areas, enhanced broadband capacity at public computer centers, and sustainable broadband adoption projects.

	Total Budget	Grant Funded	County Funded
Salary & Benefits	\$526,718.00	\$438,932.00	\$87,786.00
Non-Labor	\$1,096,435.00	\$698,425.00	\$398,010.00
Sub Tot. Incremental Cost	\$1,623,153.00	\$1,137,357.00	\$485,796.00
Indirect Cost	\$0.00	\$0.00	\$0.00*
TOTALS	\$1,623,153.00	\$1,137,357.00	\$485,796.00

* under development

Full Time Equivalent Positions
% of Positions Paid by Grant

Date Guidelines are Available
Grant Submittal Deadline Date

Grant Discussion:

This award relates to an application that was approved by Commissioners Court on 8/11/09 but was rejected by the U.S. Department of Commerce in Round 1 of BTOP funding. The Texas State Library subsequently re-submitted Harris County's application as part of a statewide application under Round 2 of BTOP funding. As a subrecipient of the Texas State Library's award, the Harris County Library will receive \$1,137,357, which will allow the Library to upgrade its public computer services by using high-speed fiber at several branch libraries, replace 264 Library computers that are more than five years old, add 84 additional computers, and fund 10 Technology Training Assistant positions to conduct technology training for customers. The local match of \$485,796 will be provided via planned technology expenditures associated with the Library's new construction projects or by other Library technology expenditures.

County Funded Cost Projection

Year	Required	Discretionary
2011	121,449.00	-
2012	121,449.00	-
2013	121,449.00	-
2014	121,449.00	-
2015	-	-

Completed by: Brian Schmitz Schmitz, Brian

Date: 11/3/10

Reviewed by: [Signature]

Date: 11/3/10

THE STATE OF TEXAS

COUNTY OF HARRIS

On this, the NOV 09 2010 day of _____, 2010, the

Commissioners' Court of Harris County, Texas, sitting as the Governing body of Harris County, at a regular meeting of the Court, upon motion of Commissioner Garcia, seconded by Commissioner Lee, duly put and unanimously carried;

IT IS ORDERED that County Judge Ed Emmett or his designee be, is hereby authorized to approve for, and on behalf of Harris County, Texas, permission to accept \$1,137,357 from the Texas State Library and Archives Commission for Harris County Public Library's participation in the state-wide Technology, Expertise, Access and Learning for all Texans program.

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Presented to Commissioner's Court

NOV 09 2010

APPROVE _____
Recorded Vol _____ Page _____

August 19, 2010

Rhoda L. Goldberg
Library Director
Harris County Public Library

Dear Rhoda,

As you remember, last Summer Harris County applied in Round 1 for a Public Computing Centers grant from federal broadband stimulus funding through the Department of Commerce. The project was to upgrade the Library branches still using T1 circuits to fiber, and provide additional technology equipment and customer training that the additional bandwidth would permit. This was a \$1.63 million project, \$1,142,505 in grant funds with \$487,276 in local match (mainly from the Evelyn Meador branch technology funds). This grant application was not approved.

In Round 2 of the PCC grant process, the Texas State Library submitted a statewide application that was modeled on and included the original Harris County broadband project. I am pleased to report that Vice-President announced early this week that the Round 2 application was approved. The Round 2 PCC grant is an approximately \$8 million award, and is titled the Technology, Expertise, Access and Learning for all Texans (TEAL) project. It will allow grant participants to provide greater broadband computer access at faster speeds by upgrading library public computer services.

We have not yet been notified about when the funding will be received or reporting logistics. However, since the grant was fully funded, we do know that we will be able to use grant funds to:

- Upgrade T1 connections to high-speed fiber at the Crosby, Fairbanks, Finnigan Park, Galena Park, Jacinto City, Katy, Lincoln Park, Stratford and West University locations.
- Replace 264 of the Library PCs that are more than 5 years old
- Add 84 additional PCs for customer use
- Fund 10 Technology Training Assistant positions to conduct technology training (classroom and one-on-one) to customers at Crosby, Fairbanks, Finnigan Park, Galena Park, Jacinto City, Katy, South Houston, Lincoln Park, Stratford, and West University.

When implemented, this will be a welcome and much needed enhancement to the services the Library is able to provide.

Sincerely,

Gene Rollins
Assistant Director, Technology



October 21st, 2010

Gene Rollins
Harris County Public Library
8080 El Rio St
Houston, TX 77054-4187

Lorenzo de Zavala
State Archives and
Library Building

P.O. Box 12927
Austin, Texas
78711-2927

1201 Brazos Street
Austin, Texas
78701

www.tsl.state.tx.us

Commission Chairman
Sandra J. Pickett

Members
Sharon T. Carr
Martha Doty Freeman
Larry G. Holt
Wm. Scott McAfee
Sally Reynolds
Michael C. Waters

Director and Librarian
Peggy D. Rudd

Assistant State Librarian
Edward Seidenberg

*Making
information
work
for all
Texans*

Dear Mr. Rollins:

Attached is a copy of the contract for grant **461-11015** for the Broadband Technology Opportunities Program Public Computer Center Grant program from the Texas State Library and Archives Commission (TSLAC).

Please return two copies of the contract with original signatures, at your earliest convenience to:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
P.O. Box 12516
Austin, Texas 78711-2516

One original will be returned for your files once the contracts have been fully executed by TSLAC Staff.

Please let me know if you have any questions relating to the grant program. I wish you great success in implementing the grant.

Sincerely,

Christopher Jowaisas
Grant Administrator
Library Development Division
512-936-2236 - cjowaisas@tsl.state.tx.us

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION
BROADBAND TECHNOLOGY OPPORTUNITIES PROGRAM
PUBLIC COMPUTER CENTER GRANT**

Grant Number: 461-11015

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)
Grantee: Harris County, Harris County Public Library
8080 El Rio St
Houston, TX 77054-4187

II. TERM OF CONTRACT:

This contract is effective from the date this contract is fully executed until all final reports have been submitted or **July 31, 2013**, whichever is later.

III. STATEMENT OF SERVICES TO BE PERFORMED

Grant-funded activities shall provide broadband access to the general public and must either create or expand a public computer center or improve broadband service or connections at a public computer center that meets a specific public need for broadband service. Grantee agrees to provide public computing center services, including public computer training classes, to attend and participate in TSLAC provided training sessions, satisfy financial and programmatic reporting requirements, and comply with all applicable state and federal requirements for the grant term.

The Grantee will comply during the period of this contract and provide services as outlined within the grant application as approved by the Grantor. The application submitted by Grantee becomes part of this contract by this reference.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed: **\$1,137,357**
- B. Source of funds:
Federal Funds, CFDA # 11.557 – Broadband Technology Opportunities Program (BTOP)
Federal award number.48-42-B10534
Department of Commerce (DOC), National Institute of Standards and Technology (NIST)
Federal Fiscal Year 2011
- C. The Grantee must request payments from Grantor using the TSLAC Request for Funds Form (RFF) found on the agency web site at: <http://www.tsl.state.tx.us/agency/forms/grantforms.html>. Requests may be submitted to Grantor no more often than once per month, and no less often than once per quarter. Funds will be paid to the Grantee provided Grantor has received a fully executed contract and Grantee has fulfilled all reporting requirements for current and preceding contracts.
- D. Requests for Funds must be accompanied by suitable documentation for agency staff to evaluate whether the expenditures are allowable and reasonable and that the funds have been allocated to project activities. Requests without suitable documentation will not be approved.
- E. The Grantee is restricted to one of two methods for requesting funds from Grantor. The Grantee may request reimbursement of actual expenditures for the Grantee's normal billing cycle, or advance payment for estimated expenditures to be incurred for the upcoming 30 days. Only Grantees providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from Grantor and disbursement of grant funds will be allowed to request advance payments.
- F. Payments of advance funds will be disbursed by the first working day of the advance period provided RFF Form is received by Grantor no later than the **14th** day of the previous month. Should excessive cash balances be maintained, Grantee may be required to use the reimbursement process. Grantor must receive final request for advance no later than **May 15, 2013**. Grantor must receive final request for reimbursement no later than **August 15, 2013**.
- G. Grantee is required to maintain all grant funds in interest-bearing insured accounts.
- H. The Grantee may not obligate or encumber grant funds after **July 31, 2013**. All obligations and encumbrances must be liquidated or paid no later than **September 15, 2013**.
- I. Interest earned in excess of \$100 must be returned to Grantor, per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must be returned to Grantor with the Final Financial Status Report (FSR) per requirements in the Federal Grants Management Handbook. See Section VII. B. of this contract for FSR due

dates. As part of the Section VII reporting requirements, the Grantee will regularly notify the Grantor of the amount of projected unexpended funds. The Grantor reserves the right to act as necessary to reduce these unexpended balances, including reducing the amount of specified in Section IV. A. of this contract.

J. Per the approved grant application, funds are authorized according to the following budget:

Personnel	\$324,270
Fringe Benefits	\$114,662
Travel	\$0
Equipment	\$434,669
Supplies	\$0
Contractual	\$263,756
Other	\$0
Total	\$1,137,357

V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Grantee must request a Budget and/or Program Revision for fiscal and/or programmatic changes as outlined in this Section. Grantee must submit request for Budget and/or Program Revision on the TSLAC Budget / Program Revision form available at <http://www.tsl.state.tx.us/agency/forms/grantforms.html>. Under no condition may a Grantee request to exceed the total grant amount. Grantor must receive all change requests on or before **May 30 of each fiscal year**. Requests received after this date will be considered on a case-by-case basis. **Grantee must submit a Budget and/or Program Revision to Grantor before obligating or expending grant funds under any of the following conditions:**

- A. Fiscal changes must have a Budget Revision under any of the following conditions:
1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant; and/or,
 2. Transferring any funds into a budget cost category that currently equals zero (\$0); and/or,
 3. Expending any earned program income earned through the utilization of resources funded by this grant; and/or,
 4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.
- B. Programmatic changes to the approved application must have a Program Revision under any of the following conditions:
1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; and/or,
 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated Budget Revision. A change in scope is a substantive difference in the approach or method used to reach program objectives; and/or,

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. If conditions described in Section V. A. 1 are met, fiscal changes to items listed in the Equipment/Property Budget category specified in Section IV. I of this contract require a Budget Revision. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from the expenditure cost in accordance with the Grantee's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Grantee will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between \$500 and \$1000.
- C. The Grantee agrees to submit the TSLAC BTOP Equipment Report form found at <http://www.tsl.state.tx.us/agency/forms/grantforms.html> with the Final FSR, but no later than **September 15, 2013** for all equipment/property purchased with grant funds during the grant term. This list must balance with the equipment/property purchased under the approved grant application and all subsequently approved Budget and/or Program Revisions.
- D. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with the approved grant application or with the first RFF submitted. Grantee agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- E. Grantee acknowledges that the Federal government retains a security interest in property that is acquired or improved with BTOP grant funds which requires that, for the useful life of the covered real property, broadband facilities, and equipment, the recipient will not sell, transfer, convey or mortgage any interest in the property, nor will the recipient use the property for purposes other than those for which the award was made.
- F. Grantee must include any equipment/property acquired with grant funds in the required bi-annual property inventory, and follow the UGMS Part III, Subpart C, Sec. 32 (d) that requires the Grantee to reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This bi-annual inventory does not need to be submitted to Grantor, but must be maintained by the Grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec. 32 (e). When the Grantee has been given Federally- or state-owned equipment/property, Grantee will follow the UGMS Part III, Subpart C, Sec. 32 (f).

VII. REPORTING REQUIREMENTS

The Federal Government and the State Legislature has charged the Grantor with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Grantee acknowledges responsibility for performing certain services on behalf of the Grantor, as outlined in the approved application. Therefore, the Grantee is responsible for submitting periodic reports that reflect the Grantee's level of performance on these services to the Grantor. To comply with these requirements, the Grantee agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Grantee agrees to submit a BTOP quarterly performance report on all activities relating to the program to the Grantor on or before due dates listed in the following schedule for each year of the grant:

<u>Reporting Period</u>	<u>Due Date</u>
October 1 - December 31	January 7
January 1 - March 31	April 7
April 1 - June 30	July 7
July 1 - September 30	October 7

The following performance report measures are the minimum required to be submitted on a quarterly basis for the term of the contract:

- Narrative description of Significant Project Accomplishments Completed
- Number of New Workstations Installed and Available to the Public
- Average Users per Week
- Upgraded broadband connectivity at PCC (if applicable)
- Number of Existing Workstations Upgraded (if applicable)
- Narrative description of Outreach Activities
- Name, length, number of participants, and number of hours for any training programs
- Number of jobs created – contact program manager for details

The BTOP Performance reporting form can be found at: <http://www.tsl.state.tx.us/agency/forms/grantforms.html>

- B. The Grantee agrees to submit the TSLAC BTOP Financial Status Report (FSR) Form, available at <http://www.tsl.state.tx.us/agency/forms/grantforms.html> for the grant funded under this contract no later than the due dates listed in the following schedule for each year of the grant. Grantee should submit a Final FSR once all grant and matching funds have been expended and all program requirements are accomplished. Grantee should mark the last required FSR as "Final" and not submit any subsequent FSR forms.

<u>Reporting Period</u>	<u>Due Date</u>
October 1 - December 31	January 15
January 1 - March 31	April 15
April 1 - June 30	July 15
July 1 - September 30	October 15

Final FSR for grant period is due **August 31, 2013**.

If necessary, a revised Final FSR must be submitted no later than **September 15, 2013**.

- C. Grantee will provide prompt and detailed financial reports if requested, in addition to the scheduled Financial Status Reports. **Note: Additional reports will be supplied by the grantee within 5 business days of request by Grantor.**
- D. The Grantee will send the Grantor a copy of all management letters issued by an auditor with the reporting package. As specified in UGMS Part IV, Subpart B, Sec. 235(c), the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide. The audit's *Schedule of Expenditures of Federal and State Awards* must list the amount of TSLAC awards expended for each award year separately.

VIII. GENERAL TERMS AND CONDITIONS

- A. Grant recipients agrees to substantially complete projects supported by this Program no later than two years, and projects must be fully completed no later than three years, following the date of issuance of the grant award.
- B. The Grantee will comply with the following parts of the Governor's Office of Budget and Planning, UGMS revised June 2004, located at: <http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc>.
- Part I. Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87)

Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)

Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)

- C. Grantee will also comply with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised 6/2003), located at: www.whitehouse.gov/omb/grants/grants_circulars.html.
- D. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.
- E. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the Office of the Inspector General of the DOC, or any of his or her duly authorized representatives, the Comptroller of the United States and, if appropriate, the State, shall have access to any pertinent books, documents, papers and records of the parties to a grant or cooperative agreement, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. An audit of an award may be conducted at any time.
- F. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last American Recovery and Reinvestment Act (ARRA) program report and Final Financial Report is submitted on or before October 31, 2013 by Grantor. The Grantee will maintain their records through October 31, 2016.
- G. The Grantee agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in Grantor's internal audit report of grant activities. Drafts of this procedural documentation will be submitted to Grantor by dates established mutually between Grantor and Grantee. Grantor will provide review and guidance to enable final versions to be approved on or before established deadlines.

IX. ENFORCEMENT

- A. Remedies for noncompliance. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by Grantor;
 - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
 - 4. Withhold further awards for this or other programs administered by the agency; or
 - 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
 - 1. The costs resulting from obligations that were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
 - 2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and or program revisions and any narrative reports should be directed to this grant's Program Administrator:

Program Administrator, Broadband Technology Opportunity Program – Public Computer Center
Phone: 800-252-9386 / Fax: 512-463-8800
E-mail: dhendlmyer@tsl.state.tx.us

Questions or concerns about regulatory or financial issues should be directed to:

Manager, Accounting and Grants Department
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: mmartin@tsl.state.tx.us

Questions or documentation relating to required Requests for Funds, Financial Status Reports, and Equipment Reports should be directed to:

Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.state.tx.us

Payments from Grantee to Grantor, such as those for excess advanced funds or for interest earned on advanced funds, should be mailed with a revised FSR, an explanation of the purpose of the payment, and the grant number. This information shall be directed to:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW

- A. The laws of the State of Texas shall govern this grant. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- B. This grant is subject to availability of funds.

XII. GRANT CERTIFICATIONS

- A. Grantor certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; and (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.
- B. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.
- C. The Grantee certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Grantee shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- D. Grantee certifies by this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any Federal department or agency, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities, 2 CFR Part 180 Subchapter C. 180.335. Where the grantee is unable to certify to any of the statements in this certification, the grantee shall attach an explanation to this contract.
- E. The Grantee certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- F. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds (UGMS Part III, Subpart B, Sec. 14 – State Assurances):
 1. A subgrantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of

two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. A subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
3. A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, that requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
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8. Subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
9. Subgrantees will insure that the facilities under its ownership, lease or supervision that shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
10. Subgrantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
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12. Subgrantees will comply with all Federal tax laws and are solely responsible for filing all required state and Federal tax forms.
13. Subgrantees will comply with all applicable requirements of all other Federal and state laws, executive orders, regulations and policies governing this program.
14. Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

SIGNATURES

GRANTOR

Texas State Library and Archives Commission

Edward Seidenberg, Assistant State Librarian

Date

Vincent Houston

Vincent Houston, Chief Fiscal Officer

October 21st, 2010

Date

Deborah Littrell

Deborah Littrell, Library Development Director

October 21st, 2010

Date

Christopher Jowaisas

Chris Jowaisas, Program Manager

October 21st, 2010

Date

GRANTEE

Harris County, Harris County Public Library

Ed Emmett

Signature (must be an official empowered to enter into contracts)

COUNTY JUDGE ED EMMETT

Typewritten or Printed Name

Title

NOV 09 2010

Date

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION
BROADBAND TECHNOLOGY OPPORTUNITIES PROGRAM
PUBLIC COMPUTER CENTER GRANT**

Grant Number: 461-11015

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)
Grantee: Harris County, Harris County Public Library
8080 El Rio St
Houston, TX 77054-4187

II. TERM OF CONTRACT:

This contract is effective from the date this contract is fully executed until all final reports have been submitted or **July 31, 2013**, whichever is later.

III. STATEMENT OF SERVICES TO BE PERFORMED

Grant-funded activities shall provide broadband access to the general public and must either create or expand a public computer center or improve broadband service or connections at a public computer center that meets a specific public need for broadband service. Grantee agrees to provide public computing center services, including public computer training classes, to attend and participate in TSLAC provided training sessions, satisfy financial and programmatic reporting requirements, and comply with all applicable state and federal requirements for the grant term.

The Grantee will comply during the period of this contract and provide services as outlined within the grant application as approved by the Grantor. The application submitted by Grantee becomes part of this contract by this reference.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed: \$1,137,357
- B. Source of funds:
Federal Funds, CFDA # 11.557 – Broadband Technology Opportunities Program (BTOP)
Federal award number, 48-42-B10534
Department of Commerce (DOC), National Institute of Standards and Technology (NIST)
Federal Fiscal Year 2011
- C. The Grantee must request payments from Grantor using the TSLAC Request for Funds Form (RFF) found on the agency web site at: <http://www.tsl.state.tx.us/agency/forms/grantforms.html>. Requests may be submitted to Grantor no more often than once per month, and no less often than once per quarter. Funds will be paid to the Grantee provided Grantor has received a fully executed contract and Grantee has fulfilled all reporting requirements for current and preceding contracts.
- D. Requests for Funds must be accompanied by suitable documentation for agency staff to evaluate whether the expenditures are allowable and reasonable and that the funds have been allocated to project activities. Requests without suitable documentation will not be approved.
- E. The Grantee is restricted to one of two methods for requesting funds from Grantor. The Grantee may request reimbursement of actual expenditures for the Grantee's normal billing cycle, or advance payment for estimated expenditures to be incurred for the upcoming 30 days. Only Grantees providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from Grantor and disbursement of grant funds will be allowed to request advance payments.
- F. Payments of advance funds will be disbursed by the first working day of the advance period provided RFF Form is received by Grantor no later than the **14th** day of the previous month. Should excessive cash balances be maintained, Grantee may be required to use the reimbursement process. Grantor must receive final request for advance no later than **May 15, 2013**. Grantor must receive final request for reimbursement no later than **August 15, 2013**.
- G. Grantee is required to maintain all grant funds in interest-bearing insured accounts.
- H. The Grantee may not obligate or encumber grant funds after **July 31, 2013**. All obligations and encumbrances must be liquidated or paid no later than **September 15, 2013**.
- I. Interest earned in excess of \$100 must be returned to Grantor, per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must be returned to Grantor with the Final Financial Status Report (FSR) per requirements in the Federal Grants Management Handbook. See Section VII. B. of this contract for FSR due

dates. As part of the Section VII reporting requirements, the Grantee will regularly notify the Grantor of the amount of projected unexpended funds. The Grantor reserves the right to act as necessary to reduce these unexpended balances, including reducing the amount of specified in Section IV. A. of this contract.

J. Per the approved grant application, funds are authorized according to the following budget:

Personnel	\$324,270
Fringe Benefits	\$114,662
Travel	\$0
Equipment	\$434,669
Supplies	\$0
Contractual	\$263,756
Other	\$0
Total	\$1,137,357

V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Grantee must request a Budget and/or Program Revision for fiscal and/or programmatic changes as outlined in this Section. Grantee must submit request for Budget and/or Program Revision on the TSLAC Budget / Program Revision form available at <http://www.tsl.state.tx.us/agency/forms/grantforms.html>. Under no condition may a Grantee request to exceed the total grant amount. Grantor must receive all change requests on or before **May 30 of each fiscal year**. Requests received after this date will be considered on a case-by-case basis. **Grantee must submit a Budget and/or Program Revision to Grantor before obligating or expending grant funds under any of the following conditions:**

- A. Fiscal changes must have a Budget Revision under any of the following conditions:
1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant; and/or,
 2. Transferring any funds into a budget cost category that currently equals zero (\$0); and/or,
 3. Expending any earned program income earned through the utilization of resources funded by this grant; and/or,
 4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.
- B. Programmatic changes to the approved application must have a Program Revision under any of the following conditions:
1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; and/or,
 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated Budget Revision. A change in scope is a substantive difference in the approach or method used to reach program objectives; and/or,

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. If conditions described in Section V. A. 1. are met, fiscal changes to items listed in the Equipment/Property Budget category specified in Section IV. I of this contract require a Budget Revision. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from the expenditure cost in accordance with the Grantee's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Grantee will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between \$500 and \$1000.
- C. The Grantee agrees to submit the TSLAC BTOP Equipment Report form found at <http://www.tsl.state.tx.us/agency/forms/grantforms.html> with the Final FSR, but no later than **September 15, 2013** for all equipment/property purchased with grant funds during the grant term. This list must balance with the equipment/property purchased under the approved grant application and all subsequently approved Budget and/or Program Revisions.
- D. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with the approved grant application or with the first RFF submitted. Grantee agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- E. Grantee acknowledges that the Federal government retains a security interest in property that is acquired or improved with BTOP grant funds which requires that, for the useful life of the covered real property, broadband facilities, and equipment, the recipient will not sell, transfer, convey or mortgage any interest in the property, nor will the recipient use the property for purposes other than those for which the award was made.
- F. Grantee must include any equipment/property acquired with grant funds in the required bi-annual property inventory, and follow the UGMS Part III, Subpart C, Sec. 32 (d) that requires the Grantee to reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This bi-annual inventory does not need to be submitted to Grantor, but must be maintained by the Grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec. 32 (e). When the Grantee has been given Federally- or state-owned equipment/property, Grantee will follow the UGMS Part III, Subpart C, Sec. 32 (f).

VII. REPORTING REQUIREMENTS

The Federal Government and the State Legislature has charged the Grantor with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Grantee acknowledges responsibility for performing certain services on behalf of the Grantor, as outlined in the approved application. Therefore, the Grantee is responsible for submitting periodic reports that reflect the Grantee's level of performance on these services to the Grantor. To comply with these requirements, the Grantee agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Grantee agrees to submit a BTOP quarterly performance report on all activities relating to the program to the Grantor on or before due dates listed in the following schedule for each year of the grant:

<u>Reporting Period</u>	<u>Due Date</u>
October 1 - December 31	January 7
January 1 - March 31	April 7
April 1 - June 30	July 7
July 1 - September 30	October 7

The following performance report measures are the minimum required to be submitted on a quarterly basis for the term of the contract:

- Narrative description of Significant Project Accomplishments Completed
- Number of New Workstations Installed and Available to the Public
- Average Users per Week
- Upgraded broadband connectivity at PCC (if applicable)
- Number of Existing Workstations Upgraded (if applicable)
- Narrative description of Outreach Activities
- Name, length, number of participants, and number of hours for any training programs
- Number of jobs created – contact program manager for details

The BTOP Performance reporting form can be found at: <http://www.tsl.state.tx.us/agency/forms/grantforms.html>

- B. The Grantee agrees to submit the TSLAC BTOP Financial Status Report (FSR) Form, available at <http://www.tsl.state.tx.us/agency/forms/grantforms.html> for the grant funded under this contract no later than the due dates listed in the following schedule for each year of the grant. Grantee should submit a Final FSR once all grant and matching funds have been expended and all program requirements are accomplished. Grantee should mark the last required FSR as "Final" and not submit any subsequent FSR forms.

<u>Reporting Period</u>	<u>Due Date</u>
October 1 - December 31	January 15
January 1 - March 31	April 15
April 1 - June 30	July 15
July 1 - September 30	October 15

Final FSR for grant period is due **August 31, 2013**.

If necessary, a revised Final FSR must be submitted no later than **September 15, 2013**.

- C. Grantee will provide prompt and detailed financial reports if requested, in addition to the scheduled Financial Status Reports. **Note: Additional reports will be supplied by the grantee within 5 business days of request by Grantor.**
- D. The Grantee will send the Grantor a copy of all management letters issued by an auditor with the reporting package. As specified in UGMS Part IV, Subpart B, Sec. 235(c), the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide. The audit's *Schedule of Expenditures of Federal and State Awards* must list the amount of TSLAC awards expended for each award year separately.

VIII. GENERAL TERMS AND CONDITIONS

- A. Grant recipients agrees to substantially complete projects supported by this Program no later than two years, and projects must be fully completed no later than three years, following the date of issuance of the grant award.
- B. The Grantee will comply with the following parts of the Governor's Office of Budget and Planning, UGMS revised June 2004, located at: <http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc>
- Part I. Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87)

Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)

Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)

- C. Grantee will also comply with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised 6/2003), located at: www.whitehouse.gov/omb/grants/grants_circulars.html.
- D. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.
- E. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the Office of the Inspector General of the DOC, or any of his or her duly authorized representatives, the Comptroller of the United States and, if appropriate, the State, shall have access to any pertinent books, documents, papers and records of the parties to a grant or cooperative agreement, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. An audit of an award may be conducted at any time.
- F. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last American Recovery and Reinvestment Act (ARRA) program report and Final Financial Report is submitted on or before October 31, 2013 by Grantor. The Grantee will maintain their records through October 31, 2016.
- G. The Grantee agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in Grantor's internal audit report of grant activities. Drafts of this procedural documentation will be submitted to Grantor by dates established mutually between Grantor and Grantee. Grantor will provide review and guidance to enable final versions to be approved on or before established deadlines.

IX. ENFORCEMENT

- A. Remedies for noncompliance. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by Grantor;
 - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
 - 4. Withhold further awards for this or other programs administered by the agency; or
 - 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
 - 1. The costs resulting from obligations that were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
 - 2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and or program revisions and any narrative reports should be directed to this grant's Program Administrator:

Program Administrator, Broadband Technology Opportunity Program – Public Computer Center
Phone: 800-252-9386 / Fax: 512-463-8800
E-mail: dhendlmyer@tsl.state.tx.us

Questions or concerns about regulatory or financial issues should be directed to:

Manager, Accounting and Grants Department
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: mmartin@tsl.state.tx.us

Questions or documentation relating to required Requests for Funds, Financial Status Reports, and Equipment Reports should be directed to:

Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.state.tx.us

Payments from Grantee to Grantor, such as those for excess advanced funds or for interest earned on advanced funds, should be mailed with a revised FSR, an explanation of the purpose of the payment, and the grant number. This information shall be directed to:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW

- A. The laws of the State of Texas shall govern this grant. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- B. This grant is subject to availability of funds.

XII. GRANT CERTIFICATIONS

- A. Grantor certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; and (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.
- B. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.
- C. The Grantee certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Grantee shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- D. Grantee certifies by this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any Federal department or agency, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities, 2 CFR Part 180 Subchapter C. 180.335. Where the grantee is unable to certify to any of the statements in this certification, the grantee shall attach an explanation to this contract.
- E. The Grantee certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- F. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds (UGMS Part III, Subpart B, Sec. 14 – State Assurances):
 1. A subgrantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of

two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. A subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
3. A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, that requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. A subgrantee must comply with the Texas Family Code, Section 261.101 that requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
5. Subgrantees will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
6. Subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §§276c and 18 U.S.C. §§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for Federally assisted construction subagreements.
7. Subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §7321-29) that limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
8. Subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
9. Subgrantees will insure that the facilities under its ownership, lease or supervision that shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
10. Subgrantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
11. Subgrantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), that prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
12. Subgrantees will comply with all Federal tax laws and are solely responsible for filing all required state and Federal tax forms.
13. Subgrantees will comply with all applicable requirements of all other Federal and state laws, executive orders, regulations and policies governing this program.
14. Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

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GRANTOR

Texas State Library and Archives Commission

Edward Seidenberg, Assistant State Librarian

Date

Vincent Houston

Vincent Houston, Chief Fiscal Officer

October 21st, 2010

Date

Deborah Littrell

Deborah Littrell, Library Development Director

October 21st, 2010

Date

Christopher Jowaisas

Chris Jowaisas, Program Manager

October 21st, 2010

Date

GRANTEE

Harris County, Harris County Public Library

Ed Emmett

Signature (must be an official empowered to enter into contracts)

COUNTY JUDGE ED EMMETT

Typewritten or Printed Name

Title

NOV 09 2010

Date