

Grant Project Number: 01-6-2.7

OREGON STATE LIBRARY
GRANT CONTRACT

This contract is entered into by and between the Oregon State Library and the agency designated as "the Subgrantee" in Section I. below, pursuant to the authority granted to the Oregon State Library under Oregon Revised Statutes 357.005 (2) (i) and 357.031 and in compliance with the provisions of Public Law 104-208, the Library Services and Technology Act.

I. CONTRACTING PARTIES

The Receiving Agency: Oregon State Library

The Subgrantee: Newberg Public Library

II. TERMS AND CONDITIONS

A. The Receiving Agency agrees to make a grant of monies to be used for the purpose of completing the activities described in the Subgrantee's Library Services and Technology Act grant application entitled "Toddler Totes" as approved by the Oregon State Library Board.

B. The Subgrantee agrees to administer the grant project in accordance with the provisions of the Library Services and Technology Act, P. L. 104-208, and with the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments of the National Foundation on the Arts and Humanities, 45 CFR 1183.

C. The Subgrantee agrees to the following with regard to monies granted under this agreement: The Subgrantee will charge expenditures against this grant only if they conform to the grant application cited in Section II. A. above as approved by the Oregon State Library Board, and are for expenses incurred or obligated during the grant period. Grant funds will not be encumbered after January 31, 2002. By April 30, 2002 all monies will have been expended and a final Financial Status Report will be submitted to the Receiving Agency and all unexpended funds will be returned.

D. The Subgrantee will utilize the sum of \$500.00 provided by the Receiving Agency to obtain the services of an independent project evaluator, selected by the Receiving Agency. The project evaluator will make an onsite visit to the project in the final months of the grant period, and will submit a written evaluation report to the Receiving Agency and Subgrantee, according to specifications of the Receiving Agency.

E. The Subgrantee agrees to comply with the audit requirements for this grant as contained in OMB Circular A-133 [Revised], which applies to states, local governments and non-profit organizations.

F. The Subgrantee agrees that any income earned by the Subgrantee from activities which were supported, in whole or in part, by funds granted under this agreement, will be expended during the grant program for allowable costs of the project and reported on in the quarterly and final Financial Status Reports to the Receiving Agency.

G. The Subgrantee agrees that any and all library services directly supported, in whole or in part, by funds granted under this agreement will be provided free of charge to all persons residing in the community, district or region from which the Subgrantee receives its financial support.

H. The Subgrantee agrees that all promotional materials, press releases, bibliographies, reports and other such publications resulting from the activities supported, in whole or in part, by this grant will contain the following acknowledgment:

This (project, program, publication) is supported in whole or part by the Institute of Museum and Library Services through the Library Services and Technology Act, administered by the Oregon State Library.

I. The Subgrantee is free to copyright any books, publications or other materials developed as a result of this grant; however, the Receiving Agency and the Institute of Museum and Library Services reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

J. The Subgrantee agrees to retain all financial and programmatic records, supporting documents, statistical records, and other records pertinent to this grant for a period of three (3) years beginning on the day in which the final Financial Status Report for the grant is filed. Any books, documents, papers, or any other records of the Subgrantee which are pertinent to this grant agreement will be made available to the Institute of Museum and Library Services, Comptroller General of the United States and the Oregon State Library, or any of their authorized representatives at all reasonable times during the retention period for the purpose of audits or examinations, or to make excerpts or transcripts of such records.

K. The Subgrantee agrees to the following with respect to property purchased with funds granted under this agreement: The Subgrantee will maintain inventory records of tangible, non-expendable, personal property purchased with grant funds, defined as items having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The Subgrantee will report the purchase of such property to the Receiving Agency on a form supplied by the Receiving Agency within thirty (30) days following the receipt of such property. The Subgrantee will certify every two years, the existence, current utilization, and continued need for the property. Title to all property purchased with funds granted under this agreement will vest in the Subgrantee. The Subgrantee will dispose of any non-expendable personal property in accordance with federal requirements and procedures of the Receiving Agency, which include the filing of a disposition report for all such property.

L. The Subgrantee agrees to expend grant monies in accordance with Section V. of this contract. Otherwise, it agrees to secure specific written approval before obligating grant funds.

M. The Subgrantee agrees to provide the Receiving Agency with two (2) sets of all promotional materials and other publications or productions resulting from the activities supported, in whole or in part, by funds granted under this agreement.

N. The Subgrantee agrees to provide the Receiving Agency with four (4) Grant Activities Reports on a form supplied by the Receiving Agency in accordance with the following schedule:

<i>Reporting Period</i>	<i>Due Date</i>
February 1, 2001 to April 30, 2001	May 31, 2001
May 1, 2001 to July 31, 2001	August 31, 2001
August 1, 2001 to October 31, 2001	November 30, 2001
November 1, 2001 to January 31, 2002	February 28, 2002

O. The Subgrantee agrees to provide the Receiving Agency with four (4) Financial Status Reports and a final financial status report on forms supplied by the Receiving Agency in accordance with the following schedule:

<i>Reporting Period</i>	<i>Due Date</i>
February 1, 2001 to April 30, 2001	May 31, 2001
May 1, 2001 to July 31, 2001	August 31, 2001
August 1, 2001 to October 31, 2001	November 30, 2001
November 1, 2001 to January 31, 2002	February 28, 2002
February 1, 2002 to April 30, 2002	May 31, 2002

P. The Subgrantee agrees to comply with the terms and conditions of this contract and acknowledges that failure to comply can result in grant suspension. Suspension will be effective thirty (30) days after receipt of written notification from the Receiving Agency, during which time the Subgrantee may appeal the suspension to the State Librarian.

Q. The Subgrantee may request in writing to the Receiving Agency for termination of this signed agreement. The Receiving Agency may terminate this contract upon review of the request. Also, the Receiving Agency may terminate this agreement for noncompliance with the terms of the grant award. Termination will be effective thirty (30) days after receipt of written notification from the Receiving Agency, during which time the Subgrantee may appeal the termination to the State Librarian. The Receiving Agency may terminate or modify this contract, effective upon delivery of written notice to Contractor, or at such later date as Agency may establish in such notice, if the Receiving Agency fails to receive funding, or appropriations limitations or other expenditure authority at levels sufficient to pay for the purchase of the indicated quantity of services.

R. The Subgrantee shall certify compliance with Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participants' responsibilities.

III. PAYMENT FOR SERVICES

The Subgrantee may obtain payment under this grant agreement by submitting claims for payment on a form to be supplied by the Receiving Agency. It may only claim grant funds to meet projected disbursement needs for a period not to exceed twenty-nine (29) days:

IV. TERM OF THIS CONTRACT

This contract is to begin upon execution by both parties to the agreement and shall terminate January 31, 2002.

V. PROJECT BUDGET FROM GRANT SOURCES

The Subgrantee may expend funds granted under this agreement only in accordance with the following approved budget:

<i>Cost Categories</i>	<i>Amount</i>
Personnel	\$1,800
Fringe Benefits	\$0
Travel	\$0
Equipment	\$3,000
Supplies	\$1,800
Contractual	\$500
Library materials	\$15,000
Other	\$
TOTAL DIRECT CHARGES	\$22,100
INDIRECT CHARGES	\$
TOTAL GRANT:	\$22,100

Funds may be transferred among the above direct cost categories for which allocations were approved, without need of a contract amendment, so long as cumulative transfers among direct cost categories do not exceed ten percent (10%) of the total approved budget. This provision does not allow the total amount of the contract to be exceeded.

VI. CONTRACT AMOUNT

The total amount of this contract shall not exceed: \$22,100.00. The source of funds is the Library Services and Technology Act, FFY 2001.

VII. CERTIFICATION

The undersigned Receiving Agency does hereby certify that the services to be received as specified above are necessary and essential for activities that are properly within the statutory functions of the Receiving Agency, and that the arrangements and payments contracted for are in compliance with the provisions for Programs of the Institute of Museum and Library Services, Library Services and Technology Act, P.L. 104-208, and the Oregon LSTA 5-year State Plan.

RECEIVING AGENCY

Oregon State Library

By: Jim Scheppke

Jim Scheppke

Oregon State Librarian

Date: 1-25-01

SUBGRANTEE

Newberg Public Library

By: Duane R. Cole
Signature

Duane R. Cole
Name

City Manager
Title

Date: January 29, 2001

Type the name of the local fiscal officer responsible for accounts from which grant funds are to be paid:

Kathy Tri
Name of fiscal officer
Finance Director
Title

PO Box 970 Newberg, OR 97132
Address

503-537-1216
Telephone number

Type the name of the individual designated as the person entrusted with the safekeeping of property acquired with grant funds:

Leah M. Griffith
Name of property manager
Library Director
Title

503-537-1256
Telephone number

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension", and 45 Code of Federal Regulations Chap. XI §1183.35, "Subawards to Debarred and Suspended Parties". Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Duane R. Cole City Manager
Name and Title of Authorized Representative


Signature

Jan 29, 2001
Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titles "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

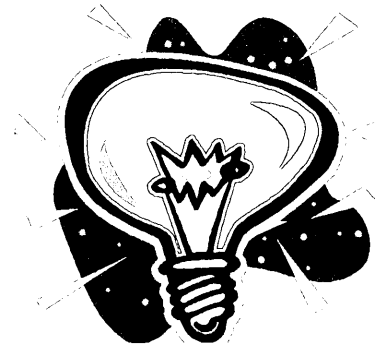
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).

8. Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by the clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Just a thought

Leah Griffith, Director
Newberg Public Library
503 E. Hancock Street
Newberg, OR 97132
(503) 537-1256 Fax (503)538-9720



To: Becky

From: Leah

RE: Contract for Files

Date: June 11, 2001

Becky, here is an original, signed copy of our \$22,000 grant for the Toddler Totes program. I believe you keep files on all official city contracts and this is one. I have a copy for my files here at the library.