

FORT BEND COUNTY FY 2010  
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 12/14/09	Submitted By: Clara Russell
Court Agenda Date: 12/22/09	Department: Library
	Phone Number: 281-341-2618

**SUMMARY OF ITEM:** Take all appropriate action on the Texas State Library and Archives Commission contract for services for the payment of funds to Fort Bend County Libraries for loaning or providing copies of library materials to all Texas public, academic and special libraries.

**RENEWAL AGREEMENT/APPOINTMENT** YES  NO   
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES  NO

FUNDNG SOURCE: Accounting Unit: \_\_\_\_\_ Activity (If Applicable): \_\_\_\_\_ Account Number: \_\_\_\_\_

DESCRIPTION OF LAWSON ACCOUNT: \_\_\_\_\_

COUNTY JUDGE RECEIVED  
 DEC 15 2009

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**  
 Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

12-28-09 2 origis. ret. to Clara Russell at Library



November 17, 2009

Fort Bend County Library System  
Carol Brown, Director  
1001 Golfview Drive  
Richmond, TX 77469-5199

Lorenzo de Zavala  
State Archives and  
Library Building

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

1201 Brazos St.  
Austin, Texas  
78701

[www.tsl.state.tx.us](http://www.tsl.state.tx.us)

*Commission Chairman*  
Sandra J. Pickett

*Members*  
Sharon T. Carr  
Martha Doty Freeman  
Cruz G. Hernandez  
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 Ms. Brown:

The Texas State Library and Archives Commission (TSLAC) is inviting Fort Bend County Library System to contract with TSLAC from September 1, 2009 to August 31, 2010 to provide interlibrary loan materials to the Texas public libraries free of charge. This is an invaluable service the library provides to the public libraries.

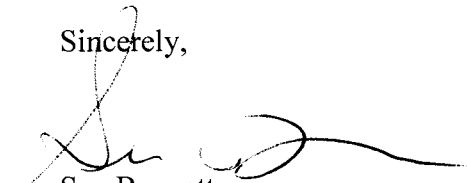
By contracting with the TSLAC in SFY2010, your Library will receive a payment based on net loans provided to Texas public libraries. The payments of the contracts are determined by the number of net lends (total number of lends to Texas public libraries – total number of borrows from Texas public libraries = net lends). The number of net lends is based on statistics that the TSLAC receives from OCLC.

Please sign both copies and return by **February 26, 2010** to:

Renee Pogue  
Texas State Library  
and Archives Commission  
PO Box 12927  
Austin, TX 78711-2927

We appreciate your service to the Texas public libraries. If you have any questions, please do not hesitate to contact me at (512) 463-5406 or [sbennett@tsl.state.tx.us](mailto:sbennett@tsl.state.tx.us).

Sincerely,



Sue Bennett  
TexNet Coordinator

**TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
CONTRACT FOR SERVICES**

This Contract and Agreement is entered into by and between the Texas State Library and Archives Commission (TSLAC) and Fort Bend County Library System, pursuant to the authority contracted and in compliance with the provisions of the Texas Government Code Chapter 441.

**SECTION I. CONTRACTING PARTIES**

The Performing Vendor: Fort Bend County Library System

The Receiving Agency: Texas State Library and Archives Commission (TSLAC)

**SECTION II. STATEMENT OF SERVICES TO BE PERFORMED**

A. The Contracting Parties agree that the following services will be performed under this contract.

1. The Performing Vendor will fill requests for the loan or photocopying of library materials to all Texas public, academic, and special libraries without charge to the individual libraries when those requests are received on the OCLC interlibrary loan system from the ten interlibrary loan centers that make up TexNet: Abilene Public Library; Amarillo Public Library; Austin Public Library; Corpus Christi Public Library; Dallas Public Library; Fort Worth Public Library; Houston Public Library; Lubbock City-County Library; San Antonio Public Library; and, Texas State Library and Archives Commission (TSLAC).
2. The Performing Vendor will fill requests for the loan or photocopying of library materials to Texas public libraries that are members of the Texas Group (TX@G) when those requests are received on the OCLC interlibrary loan system.
3. The Performing Vendor will be reimbursed by TSLAC for net loans performed under the terms of this contract as outlined in Section III of this contract. TSLAC will determine the number of net loans by analyzing the Performing Agency's lending and borrowing activity, as reported to TSLAC, in the customized OCLC statistical report.

**SECTION III. BASIS FOR CALCULATING REIMBURSABLE COSTS**

- A. Net loans are calculated by subtracting the total number of borrows from the total number of loans made by the Performing Vendor to Texas public libraries using the OCLC system for interlibrary loan processing. The final number of net loans will be determined by analyzing the lending and borrowing activity reported in the OCLC year-end statistical report.
- B. Per requirements of the Interlibrary Loan Program at TSLAC, should the Performing Vendor fail to provide a minimum of 100 net loans, TSLAC will not be obligated to pay any reimbursement to the Performing Vendor.
- C. TSLAC will reimburse the Performing Vendor at a rate determined by available funds divided by the total number of net loans completed by the qualifying performing agency, up to a maximum of \$4.00 for each completed net interlibrary loan provided to the Texas public libraries using the OCLC system in an amount not to exceed the maximum contract amount stated in section IV, C of this contract.
- D. In the event the Performing Vendor completes fewer net loans than the estimated number of net loans in Section IV, Paragraph A, TSLAC will reimburse **only** for the total number of net loans reported on the year-end OCLC report above the minimum 100 net loans.

- E. TSLAC shall reimburse the Performing Vendor based upon reports received from OCLC by TSLAC. Reimbursements with funds held by the State Comptroller of Public Accounts shall be made via USAS funds transfers, with the Texas State Library and Archives Commission initiating the transfers.
- F. The Performing Vendor shall provide TSLAC with all necessary USAS coding elements.
- G. TSLAC will make a single reimbursement payment for these services on or before November 30, 2010.

#### SECTION IV. CONTRACT AMOUNT

- A. The base amount of this contract shall be \$1,971.60. This amount is calculated using the estimated number of net loans 930, completed by the Performing Agency, at an estimated reimbursement rate of \$2.12 per completed net loan.
- B. In the event funds are available, the amount of this contract may be automatically increased at the sole discretion of TSLAC, as outlined in Section III, paragraph C, of this contract.
- C. **In no event will the amount of this contract exceed \$5,914.80.**

#### SECTION V. SOURCE OF FUNDS

- A. This contract is subject to availability of funds. All reimbursements must be drawn on the appropriation item(s) or account(s) of TSLAC from which like expenditures would normally be paid.
- B. Source of funds will be Federal Funds, CFDA #45.310, Institute of Museum and Library Services, State Library Program, Federal Fiscal Year 2009 Carryover, State AY 2010.
- C. A breakdown of the funding is provided below, in accordance with requirements from the Institute of Museum and Library Services.
  - Percentage of total costs of the program which will be financed with Federal money: **100%**
  - Dollar amount of Federal funds for the project estimated to be: **\$125,000**
  - Percentage and dollar amount of total costs of the project that will be financed by non government sources: **0%**

#### SECTION VI. TERM OF THE CONTRACT

This contract is to begin September 1, 2009, and shall terminate August 31, 2010.

#### SECTION VII. GENERAL TERMS AND CONDITIONS

See Attachment A.

#### SECTION VIII. CERTIFICATIONS AND ACKNOWLEDGMENTS

- A. The undersigned Contracting Parties do hereby certify that (1) the services specified above are necessary, authorized, and essential for activities that are properly within the statutory functions and programs of the Contracting Parties; (2) this contract serves the interests of efficient and economical administration of state government; (3) this contract is not prohibited by Texas Government Code Section 771.002, Subsection (b) or (c); (4) the services pursuant to this contract are not required by Article XVI, Section 21, of the Constitution of Texas to be supplied under contract given to the lowest bidder; and (5) the services provided herein do not constitute information resources technologies and are not subject to Texas Government Code Section 2054.001 *et seq.*
- B. The TSLAC further certifies that it has authority to contract for the above services pursuant to this contract by authority granted in Texas Government Code Section 441.001 *et seq.*, and in the General Appropriations Act, S.B. 1, 81<sup>th</sup> Legislature, Regular Session (2009).

- C. Performing Agency acknowledges that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Agency will ensure that this clause concerning the authority to audit funds received indirectly by any subcontractor, and the requirement to cooperate, is included in any sub-contracts awarded.
- D. The undersigned parties bind themselves to the faithful performance of this Contract, and acknowledge that duplicate originals of this Contract are being executed.

THE UNDERSIGNED RECEIVING AGENCY Hereby certifies that: (1) services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) the services, supplies or materials contracted for are not required by Section 21, Article 16, of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder; (3) that the arrangements and payments contracted for will be conducted in compliance with Library Services and Technology Act (LSTA), Public Law 104-208, and the State Plan for LSTA in Texas.

RECEIVING AGENCY

Texas State Library and Archives Commission

\_\_\_\_\_  
Edward Seidenberg, Assistant State Librarian

\_\_\_\_\_  
Date

Approved:

*Marilyn Martin* 11/20/09  
\_\_\_\_\_  
Marilyn Martin, Interim Chief Financial Officer

*Beverly Shirley*  
\_\_\_\_\_  
Beverly Shirley, Division Manager

*Susan Bennett*  
\_\_\_\_\_  
Susan Bennett, Contract Program Manager

\_\_\_\_\_  
Renee Pogue, CTPM, Purchaser III

PERFORMING VENDOR

Fort Bend County Library System

*Robert Hebert*  
\_\_\_\_\_  
Signature (Must be an official empowered to enter into contracts)

*Robert Hebert*  
\_\_\_\_\_  
Typewritten or Printed Name Above

*County Judge*  
\_\_\_\_\_  
Title

*12/22/09*  
\_\_\_\_\_  
Date

*11/19/09*  
\_\_\_\_\_  
Date

*11/17/09*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Texas State Library and Archives Commission**  
**Terms and Conditions**

All of the following terms and conditions are hereby made part of this contract with the Texas State Library and Archives Commission (TSLAC) by reference. Signing a Purchase Order with a false statement is a material breach of contract and shall void the Purchase Order and the Vendor shall be removed from all contact lists.

Contracts awarded by TSLAC shall be governed by and construed in accordance with the laws of the State of Texas. The federal or state courts of the United State located in Texas shall have jurisdiction to hear any dispute under potential contracts and serviced may be made upon TSLAC by first class mail to its address as set forth herein.

1. **Non-Appropriation of Funds.** The State funds are contingent on the availability of lawful appropriates by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this contract; the order will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments.
2. **Public Information Act.** Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the TAC (the "Public Information Act").
3. **Antitrust.** Vendor represents that neither the Vendor nor the company, corporation, partnership, or institution represented by the Vendor, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal Antitrust Laws.
4. **Indemnification.** The Vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
5. **State Auditor's Clause.** Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditors Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditors Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards.
6. **Excluded Parties List System.** The TSLAC is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administrations Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contents of EO 13224 may be viewed by accessing the following website: <http://www.whitehouse.gov/news/orders/>.
7. **Patents and Copyrights.** The Vendor agrees to protect the State of Texas from claims involving infringement of patents or copyrights.
8. **Vendor Assignments.** Vendor hereby assigns an ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A Section 1, et seq (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq (1967).
9. **Default.** In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with TSLAC, TSLAC may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days. In the event that the Vendor fails to remedy such failure or default within the ten (10) day period, TSLAC shall have the right to cancel the agreement upon thirty (30) days written notice or immediately.
10. **Publicity.** Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of TSLAC's name in connection with any sales promotion or publicity event without the prior express written approval of TSLAC.
11. **Acceptance of Products and Services.** All products furnished and all services performed under this agreement shall be to the satisfaction of TSLAC and in accordance with the specifications, terms, and conditions of this contract. TSLAC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.
12. **Deceptive Trade Practices Act (DTPA).** Vendor represents and warrants that it has not been the subject of a Deceptive

**Texas State Library and Archives Commission**  
**Terms and Conditions**

Trade Practices Act or any unfair business practice administrative hearing or court suit, and that Vendor has not been found to be guilty of such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit, and that such officers have not been found to be guilty of such practices in such proceedings.

13. **Assignment.** The Vendor will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from TSLAC.
14. **Ethics.** Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in the Texas Administrative Code, Rule 111.4. The Rule outlines the ethical standards required of public purchaser, employees, and vendors who interact with public purchasers in the conduct of state business. Specifically, a TSLAC employee may not have an interest in, or in any matter be connected with a contract for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TSLAC or purchasers of other state agencies.
15. **Convictions in connection with Hurricane Katrina, Hurricane Rita, and subsequent disasters.** Per Senate Bill 608, 80th Legislative Session, TSLAC will not award contracts to persons convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Katrina, Hurricane Rita, and subsequent disasters.
16. **Equal Opportunity.** Vendor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age and disability in the performance of this contract.
17. **Electronic and Information Resources Accessibility Standards.** As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only) 1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. 2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>. (Added 03/10/09 JRS)