

WASHINGTON STATE LIBRARY LIBRARY TECHNOLOGY PROGRAM (LIBTECH)

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LIBTECH PROGRAM DEVELOPMENT & OPERATION

In this digital age, access to high-speed internet has become a basic service required for participation in many aspects of society, including but not limited to accessing employment, social services, and education. Over the past decade, we have seen a significant increase in the Digital Divide where people with less financial resources or who live in economically disadvantaged or remote areas without the necessary broadband infrastructure are being left behind. Given the high costs of internet for individuals, libraries have become an essential link for many patrons to gain access to these services. Many libraries are also challenged by their own financial constraints and by the lack of internet infrastructure in more remote areas. Since libraries are considered Community Anchor institutions for internet infrastructure, when they bring robust high-speed internet services to their branches, not only can their patrons engage in today's digital world, but their entire community can benefit from reduced internet costs with the infrastructure that was built out to their area.

In response to this need, the Washington State Library (WSL) developed the LibTech Program (LibTech or the Program). LibTech provides Enterprise grade technology services to public libraries in our State for planning, procuring, managing, maintaining, and troubleshooting for internet access, network service, and technology equipment at a fraction of the normal cost. To achieve this, WSL has leveraged state-wide purchasing power with multiple state and federal funding sources, including the FCC'S Universal Service Fund E-rate program and funds provided by the Institute for Museum and Library Services pursuant to the Library Services and Technology Act (LSTA) and the American Rescue Plan Act. WSL passes these significant savings off market prices to libraries in the Program and is responsible for all Program contracting and fund administration. WSL simply charges participating libraries for their discounted share of the costs on a quarterly basis.

WSL conducted a competitive bidding process to procure the technology services and Lumen, an internet and managed equipment service provider, was awarded the initial contracts for these services. The contracts provide for a 5-year term, from July 1, 2023, through June 30, 2028, with the option to extend for one additional year, through June 30, 2029. WSL is committed to continuing to provide these services after the contract with the current service provider expires, either by continuing to contract for the services with a provider, or by developing a networking operations center at WSL.

The internet access available to LibTech participants is for a minimum of 1G speed with the highest Enterprise level of reliability and service. The managed network services include equipment (routers with technology protections measures, switches, indoor and outdoor access points, and UPS units), installation, licensing, maintenance, and support.

WSL pays the provider for the internet and managed equipment service utilized by each LibTech participant, and then invoices the libraries quarterly for their share, which is significantly less than the actual cost to obtain and implement these services because WSL: (1) utilizes favorably negotiated statewide contracts to procure the services; (2) has secured and continues to pursue other available funding sources to lower costs; (3) has committed and will continue to provide its own resources and other contracted resources to administer the Program; (4) subsidizes with its own funds certain administrative costs and expenses; and (5) provides additional subsidies where libraries have a demonstrable financial

need. The funding provided to subsidize the cost of services to LibTech participants will continue for the duration of the contract period with the service provider, including any extension period. The participation agreements that libraries sign to join the Program will run through the term of the WSL provider contracts.

Libraries may join the Program at any time, subject to certain limitations and restrictions that may exist in the provider contracts or because of funding source requirements. For instance, LibTech internet access and managed services commencement is coordinated with the E-rate program year funding cycles that begin on July 1st of each year. Accordingly, libraries desiring to participate in the Program will need to engage WSL to plan and coordinate well ahead of July 1st of the applicable start year to ensure that E-rate program application and filing deadlines can be met.

WSL works with each library to evaluate its technology and financial needs and determine the Program services. Once the library has signed the LibTech participation agreement and the necessary equipment has been installed, services may commence. WSL helps libraries through completion of each of these steps and will be the first point of contact for any service issues that might arise during the contract period.

WSL is committed to the success and growth of the Program. It is continuing to pursue and develop additional funding sources for LibTech and is working to add more internal resources at WSL, with the goal of expanding the Program to include more services and more participants. WSL will advocate for libraries with the State Legislature to expand the Program and ensure its long-term viability beyond 2028.

LIBTECH PARTICIPATION AGREEMENT

This **LIBTECH PARTICIPATION AGREEMENT** (this “Agreement”) is made and entered into by and between the **State of Washington Office of the Secretary of State, Washington State Library Division** (“WSL”), and Everett Public Library (“Library”). WSL and Library are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.” This Agreement is entered into pursuant to RCW 39.34.130, the Interlocal Agreement Act.

1. **PURPOSE.** WSL developed and administers the Library Technology Program (referred to herein as “LIBTECH” or the “Program”) to make high-speed internet and broadband equipment services and support available to public libraries in the state of Washington at a significantly reduced cost. Participating libraries must enter into a participation agreement with WSL that sets forth the terms and conditions of their participation in LIBTECH. This Agreement describes the understandings of the Parties with regard to Library’s participation in the Program.

2. **TERM.** This Agreement will be effective as of the date of its execution by the Parties and will continue through June 30, 2028 (the “Initial Term”), unless earlier terminated or extended in accordance with the terms of this Agreement. This Agreement may be extended beyond the Initial Term by mutual written agreement signed by the Parties.

3. **PROGRAM MANAGEMENT.** The Program Manager listed below for each of the Parties shall be responsible for and shall be the primary contact person for all communications regarding the performance of this Agreement. The WSL Program Manager shall be responsible for the overall administration of the Program, including monitoring performance under this Agreement, approving Library requests, and accepting required documentation from Library.

WSL Program Manager:

Name: Cody Hanson
Title: IT Strategist
Address: Washington State Library
PO Box 42460
Olympia, WA 98504-2460
Phone: (360) 570-5588
Fax: (360) 586-7575
Email: cody.hanson@sos.wa.gov

Library Program Manager:

Name: Abby Cooley
Title: Director
Address: 2702 Hoyt Ave
Everett, WA 98201
Phone: 425-257-8022
Email: acooley@everettwa.gov

Each Party will promptly notify the other Party of any change in the identity of their respective Program Manager or their contact information.

4. **SERVICES PROVIDED TO LIBRARY.** The internet access available to Library as a LIBTECH participant is a minimum of 1G speed with the highest Enterprise level of reliability and service. The Program's managed network services include equipment, installation, licensing, maintenance, and support. Library and WSL have evaluated Library's technology needs and Library agrees that it will receive the Program services detailed in Attachment A – Library's Service & Annual Share of Costs (referred to hereinafter as the "Service").

5. **LIBRARY'S OBLIGATION TO PAY SHARE OF COSTS.** Library and WSL have evaluated Library's financial needs and Library agrees that it is obligated to, and will pay WSL when due, without deduction of any nature other than as may be provided by WSL pursuant to this Agreement, Library's share of costs for the Service as set forth in Attachment A – Library's Service & Annual Share of Costs as "Library's Annual Share."

6. **BILLING.** WSL will invoice Library each quarter for one-fourth (1/4) of Library's annual share of costs after applying all applicable Program subsidies, as reflected in the amounts set forth in Attachment A – Library's Service & Annual Share of Costs as "Library's Annual Share." Within thirty (30) calendar days of receipt of invoice from WSL, Library will make payment of the amount due by warrant or account transfer to WSL. Upon expiration of this Agreement, any claim for reimbursement not already made will be submitted within thirty (30) calendar days after the expiration date or the end of the fiscal year.

7. **WSL's PROGRAM RESPONSIBILITIES.** WSL will administer the Program for Library and other LIBTECH participants in accordance with the terms and conditions of this Agreement, such administration to include:

A. Researching and Procuring Technology Products and Services. WSL will research and select standardized technology products and services that are best suited to meet participating libraries' needs.

B. Managing Outside Vendors, Vendor Contracts, Billing and Payment. WSL will manage its relationship and contracts with Vendor, and will use its best efforts to ensure that Vendor delivers the Service at the Enterprise level quality standards for such Service set forth in WSL's contracts with Vendor, which are detailed in Attachment B – Quality & Security Standards. If other or additional direct vendors are needed for the provision of the Service, WSL will also be responsible for managing those vendor relationships and contracts. WSL will manage all billing and payment matters with Vendor and other outside vendors, if any, including reviewing invoices and verifying charges for Service to LIBTECH participants, resolving billing questions, and making payment for Service.

C. Securing Funding Sources. WSL will work to secure funding for LIBTECH to subsidize the cost of the Service to Library and other LIBTECH participants, including researching federal, state and other funding sources, completing and filing required applications and forms, obtaining and coordinating the submission of required forms, certifications and other information and records from Library and other LIBTECH participants, and otherwise ensuring compliance with the specific requirements of each funding source. Current funding for LIBTECH derives from the Federal Communications Commission's Universal Service Fund "E-rate" program, and through the Institute of Museum & Library Services ("IMLS") pursuant to the Library Services and Technology Act ("LSTA"). Funding was also provided by IMLS under the American Rescue Plan Act ("ARPA").

D. Serving as Primary Resource to Library in Planning, Implementation, Assistance with Service Issues and Changes to Service.

i. Evaluating Library Requirements and Needs. WSL will work with Library to evaluate its technology requirements and plan for implementation of the Service. WSL IT staff will be the primary point of contact for Library in planning how the Service will be implemented and if there are any issues with the Service. WSL will work with Library to evaluate Library's financial needs and determine whether additional subsidies are needed for Library's participation in the Program. WSL will also consider whether additional subsidies may be appropriate in other circumstances having a potential financial impact on Library and other LIBTECH participants, such as delays or complications encountered in Service installation, costs incurred in transitioning internet service from an existing vendor, or other circumstances presenting issues that could not be anticipated or planned for, or involving factors beyond Library's ability to manage or control. WSL will make such decisions based on Library's financial needs and other criteria relevant to a determination of the need for such assistance.

ii. Assisting with Installation of Service and Coordinating with Vendor, Library IT Personnel. WSL will coordinate with Vendor and supervise and/or participate in the installation of equipment needed for Library's Service. WSL will ensure that Library's IT staff and/or consultant(s), if any, have necessary access to equipment. WSL will not be responsible or liable for financial or other consequences resulting from delays in installation caused by Library (e.g., such as changes in scheduling after the installation date has been set); *provided, however*, that WSL will not invoice Library for the Service until the equipment is installed and the Service has commenced, and will prorate Library's share of costs based on the number of days in the Program year after July 1st that Library was without the Service.

iii. Providing Technical Services. WSL will provide technical services to Library and other LIBTECH participants to assist with determining the source and expediting resolution of any Service issues. WSL will either directly resolve the issue or work with Vendor to obtain resolution, as appropriate based on the nature of the problem and where, when, why and/or how it originated.

iv. Coordinating Ancillary Services and Implementing Changes in Service. WSL will work with Library to evaluate and implement any Moves/Adds/Changes/Deletes ("MACD") to the Service, including any ancillary systems and services Library desires to employ (e.g., security cameras, door badging, phone services, and/or software applications) to ensure that all systems coordinate and function properly. WSL will not be responsible or liable for any technological, financial or other consequences that may result from Library's failure to work with WSL in evaluating any proposed MACD prior to its implementation, or its failure to meet performance requirements or specifications stipulated by WSL for the proper functioning and optimal performance of the Service.

E. Tracking Library Expenses and Invoicing. WSL will track Library's expenses and invoice Library on a quarterly basis for Library's share of costs after applying all applicable Program subsidies.

F. Communicating Awareness of and Assisting with Library's Compliance with Applicable Laws, Regulations, and Policies. WSL will actively communicate to Library and other LIBTECH participants any compliance requirements LIBTECH participants may be subject to and any policies they may be required to observe, as LIBTECH participants and beneficiaries of funding subsidies from federal, state, and/or other sources, that WSL is or becomes aware of during the term of this Agreement. WSL will work with LIBTECH participants to achieve and maintain compliance with such requirements and policies.

G. CIPA Compliance. All recipients of E-rate funding are required to comply with the Children's Internet Protection Act ("CIPA"). WSL will provide Library with a router that includes a technology protection measure as required by CIPA. WSL will maintain the required

documentation proving the activation of the technology protection measure for the required 10-year period for E-rate compliance.

H. Ongoing Commitment to Program Success and Expansion. WSL will plan and work to maintain Program funding and services, and will continuously seek ways to expand technology and funding opportunities for all public libraries in the State of Washington.

8. LIBRARY'S PROGRAM RESPONSIBILITIES.

A. Providing Accurate and Complete Information. Library has provided and will provide WSL with information regarding its computer and network environment, physical facilities, staffing, programming, finances, and other requested information to assist in an assessment of Library's needs as a LIBTECH participant, facilitate delivery of the Service, and establish the amount of Library's share of costs. Library represents and warrants that the information it has provided to WSL is accurate and complete for such purposes, and Library will promptly inform WSL of any changes to the information previously provided to WSL, or any new information not previously disclosed, that may potentially impact the Service, Library's financial needs or its ability to meet its cost sharing obligation. Library will work with WSL and Vendor to coordinate appropriate roles, access and levels of service provided by Library IT staff and/or consultants, if any, and other outside vendors. WSL will not be responsible or liable for charges to Library or other consequences involving circumstances or information known to but not disclosed by Library to WSL, such as outages of existing services that weren't properly configured for the new environment, or the costs of deploying additional hardware or software to make the environment work.

B. Accepting Delivery of Service, Changes and Performance Requirements. Library acknowledges that proper functioning and optimal performance of the Service requires compatible managed equipment and internet service, with well-matched capabilities. Library agrees that WSL may, at any time and from time to time during the term of this Agreement, establish certain performance requirements and/or specifications for internet service and equipment comprising the Service, and that Library will be responsible for paying, and will pay to WSL, its share of the associated cost after Program subsidies are applied. Library has consulted with WSL to evaluate its needs and select the equipment and internet service best suited to Library. Library accepts and agrees that the managed equipment and service identified on Attachment A- Library's Service & Annual Share of Costs as Library's Service shall be the Service Library receives under the Program.

Library's Service is subject to change, after consultation with WSL, by mutual written agreement signed by Library and WSL. In the event of such amendment, an updated Attachment A- Library's Service & Annual Share of Costs will be attached to this Agreement and effective as of the date set forth in the amendment for the change of Service. If, at any time during the term of the

Agreement, any component of the Service should, in WSL's reasonable judgment, require upgrade or replacement due to defect, incompatibility with other components of the Service, technological advancement, discontinuing support, pricing or other considerations, Library agrees to accept WSL's identified replacement or upgrade as part of the Service and Library will be responsible for paying, and shall pay to WSL, Library's share of the additional cost, if any, associated with the upgrade or replacement, after application of Program subsidies. In the event that Library does not accept such replacement or upgrade, WSL shall have the right to terminate this Agreement and, at WSL's option, require Library to return all equipment provided in connection with the Service to WSL or the service provider.

C. Providing Timely Payment of Cost Sharing Obligation. Library agrees to pay to WSL when due the amounts shown as "Library's Share" on Attachment A – Library's Service & Annual Share of Costs.

D. Ongoing Commitment to Service. Library acknowledges that once the Service has been ordered, it is committed through June 30, 2028, with a possible one-year extension through June 30, 2029. Library is responsible and liable for its share of costs for the Service for the duration of this Agreement (including any mutually agreed-upon extension of this Agreement).

E. Timely Completing and Submitting Required Compliance Documentation.

i. **E-rate Program Funding.** A portion of the funds used to deliver and maintain the Service under the Program is currently derived from the FCC's Universal Service Fund "E-rate" program.

a. Library will complete and submit to WSL the required E-Rate Letter of Agency ("LOA") and the FCC 479 form respectively attached hereto as Attachment C – Letter of Agency and Attachment D – FCC 479 Form and incorporated herein by this reference. Under E-rate program rules, the LOA and the FCC 479 form will require updated signatures periodically, which Library will provide to WSL upon request.

b. If Library is joining the Program after WSL has already competitively solicited bids and selected a vendor, Library hereby acknowledges and accepts the WSL vendor selection.

c. Library is ultimately responsible and liable for ensuring that its Internet Use Policies are compliant with the Children's Internet Protection Act ("CIPA"). Proof of compliance may be requested in the event of an audit.

d. In the event that additional forms, documentation or assurances are required to comply with E-rate program rules in the future, Library agrees to complete and provide such additional forms and information, as appropriate.

ii. **IMLS Funding.** Funding for LIBTECH has also been secured through IMLS under the LSTA and the ARPA. Library will comply with the terms and conditions attached hereto as Attachment E – LSTA General Terms, Conditions & Assurances and incorporated herein by this reference, and provide such certifications as may be required from time to time under such authority.

iii. **Other Funding Sources.** In the event that new or additional funding sources are identified and utilized to subsidize Program and/or Service costs, Library agrees to work with WSL in meeting any documentation, information or other requirements for those funding sources and/or programs.

F. **Compliance with Use of Service Policies.** Library agrees to comply with any and all use of service policies applicable to the Service that are communicated to Library by WSL, including those of any vendor providing Service under the Program, any funding source, and any such policies adopted by WSL for the Program after consultation with Library and other LIBTECH participants. Library's resale or lease of bandwidth, electronics, or other equipment provided under the Program to private entities or individuals for commercial or personal purposes is prohibited, and will result in termination of this Agreement and the Service.

G. **Providing Feedback on Program.** Library will provide WSL with feedback on the Program to assist WSL in improving the effectiveness, scope and reach of the Program.

9. **AUTHORITY.** Library represents and warrants to WSL as of the Effective Date (as hereinafter defined) that the execution, delivery and performance of this Agreement by Library: (i) is within its powers, is not in contravention of law, and has been duly authorized by all appropriate action; (ii) will neither conflict with, nor result in any breach or contravention of any agreement or understanding to which it is a party or by which it is bound; (iii) will not violate any statute, law, rule or regulation of any governmental authority to which it is subject; and (iv) will not violate any judgment, decree, writ or injunction of any court or governmental authority to which it may be subject.

10. **RECORDS.** Each Party to this Agreement shall maintain books, records, documents, and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of this Agreement (collectively, the "Records") and provides proof of compliance with applicable laws, rules, regulations and policies. The Records must be retained for ten (10) years after each year of Service provided, and the Office of the State Auditor, federal officials so authorized by law, and any persons duly authorized by the Parties shall have full access and the right to review, examine or audit any of the Records during this period. Any Records furnished by one Party to the other, in any medium, will remain the property of the furnishing Party, unless otherwise agreed in writing. The receiving Party will not disclose or make the

Records available to any third party or parties without first giving notice to the furnishing Party and giving a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that the Records provided by the other Party are not erroneously disclosed to any third party or parties.

11. **COPYRIGHT.** WSL shall be the copyright owner for all purposes under Title 17 U.S.C. of all data which originates from this Agreement. Data shall include, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12. **AMENDMENTS.** This Agreement may be amended by mutual agreement of the Parties. Any such amendment shall not be binding unless it is in writing and signed by personnel duly authorized to bind each of the Parties.

13. **INDEPENDENT CAPACITY.** The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of each Party and shall not be considered for any purpose to be employees or agents of the other Party. Library shall not enter into any contract or obligation on behalf of or in the name of WSL, nor shall Library represent that it has authority to act on behalf of or in the name of WSL.

14. **NONDISCRIMINATION.** Each Party shall comply with all federal and state nondiscrimination laws, regulations, and policies.

15. **SAVINGS.** The Parties acknowledge that the ongoing provision of the Service at the cost provided for in this Agreement is dependent upon funding from state and federal sources that may cease to be available at a future date. In the event that funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date (as hereinafter defined) and prior to completion of the Service period under this Agreement, WSL may terminate this Agreement under the Termination for Convenience clause, without a thirty (30)-calendar day prior written notice requirement, subject to renegotiation under the new funding limitations and conditions. In the event of reduced funding, Library may be subject to a proportional reduction in its subsidy, up to but not exceeding the percentage of reduction in overall funding to WSL for the Program.

16. **TERMINATION.** Either Party may terminate this Agreement upon one-hundred-eighty (180)-calendar days' prior written notice to the other Party. Library is responsible for its net financial obligation identified in Attachment A- Library's Service & Annual Share of Costs as "Library's Annual Share" until the end of this period. If Library chooses to terminate the Service or this Agreement prior to its expiration (including any applicable extension period), Library will be responsible for the full cost of early termination charges assessed by Vendor, as WSL is unable

to apply subsidies or other funding to charges related to early terminations. Upon termination of this Agreement, WSL, in addition to any other rights provided in this Agreement, may require Library to deliver to WSL or to Vendor any equipment or other property furnished in connection with the Service under this Agreement.

17. **TERMINATION FOR CONVENIENCE.** WSL may terminate this Agreement upon thirty (30) calendar days' prior written notice to Library. If this Agreement is so terminated, WSL shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

18. **TERMINATION FOR CAUSE.** If, for any reason, either Party does not fulfill its obligations in a timely and proper manner under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party may give the other Party written notice of such failure or violation, and the other Party will have the opportunity to correct the violation or failure within fifteen (15) business days. If such failure or violation is not corrected within the fifteen (15)-business day time period, this Agreement may be terminated immediately by the aggrieved Party upon written notice to the other Party.

19. **DISPUTES.** If a dispute arises between the Parties that cannot be resolved by the Parties themselves through direct communication, discussion and negotiation, either Party may request a dispute hearing with the Office of the Secretary of State (referred to hereinafter as "Agent").

The request for a dispute hearing must:

- be in writing;
- state the disputed issue(s);
- state the relative positions of the Parties;
- state the requesting Party's name, address, and Agreement number; and
- be mailed to the Agent and the respondent Party's Program Manager within three (3) business days after the Parties determine that they cannot resolve the dispute

The respondent Party shall send a written answer to the requesting Party's statement to both the Agent and the requesting Party within fifteen (15) business days. The Agent shall review the written statements and reply in writing to both Parties within ten (10) business days. The Agent may extend this period if necessary, by notifying the Parties. The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Agreement shall be construed to limit the Parties' choice of a mutually acceptable Alternative Dispute Resolution method in addition to the dispute resolution procedure outlined above.

20. **GOVERNING LAW AND VENUE.** This Agreement and all rights and obligations of the Parties hereto shall be subject to and governed by the laws of the state of Washington and

applicable federal laws, including the LSTA and its implementing regulations (45 CFR Part 1183), and Section 254 of the Telecommunications Act of 1996 and its accompanying regulations for the E-rate program. The venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. **ORDER OF PRECEDENCE.** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, regulation or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and Washington state statutes and regulations
- The terms and conditions of this Agreement, including Attachment A – Library’s Service & Annual Share of Costs
- All other provisions, terms, or material incorporated by reference into this Agreement

22. **ASSIGNMENT.** This Agreement, the rights and obligations of Library, and any claim(s) of Library arising hereunder, are not assignable or delegable by Library in whole or in part, without the express prior written consent of WSL, which consent shall not be unreasonably withheld.

23. **WAIVER.** A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement, unless stated to be such in a writing signed by an authorized representative of the Party and attached to this Agreement.

24. **SEVERABILITY.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

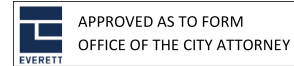
25. **ENTIRE AGREEMENT.** This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto.

26. **BINDING AGREEMENT.** Upon execution of this Agreement by the Parties, this Agreement will constitute the valid and legally binding obligations of Library and WSL, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth opposite the signatures of their duly authorized representatives below, to be effective as of the date of the last signature below (the “Effective Date”).

OSOS No. I-8051

LIBRARY:



EVERETT PUBLIC LIBRARY

City of Everett

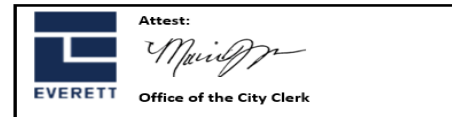
02/29/2024

(Signature)

Date

Name: Cassie Franklin

Title: Mayor



WSL:

OFFICE OF THE SECRETARY OF STATE

DocuSigned by:

2/29/2024

Randy Bolerjack,
Deputy Secretary of State

Date

ATTACHMENT A**LIBRARY'S SERVICE & ANNUAL SHARE OF COSTS****Enterprise Level Managed Equipment Service:**

Managed equipment service includes equipment, installation, licensing, maintenance, monitoring and troubleshooting for the products and quantities listed below. The costs to WSL were established in the Vendor contract. Library's Annual Share is the net cost after all applicable Program subsidies have been applied. WSL will invoice Library for one-fourth (1/4) of Library's Annual Share each quarter.

Products and Model #s:	Quantity Installed
Router: Meraki MX105-HW	2
Switch: Meraki MS250-48FP-HW	6
WAP: Meraki MR46-HW (indoor)	20
WAP: Meraki MR86 (outdoor)	8
UPS Unit: APC SMX2000LV	2
Contracted Annual Costs to WSL:	\$30,216
Library's Annual Share:	\$7,000

Enterprise Level Internet Service:

Internet Service includes an Enterprise Level internet circuit to be installed at the Library for the Service Speed and Quantity of Lines listed below. The costs to WSL were established in the Vendor contract. In some locations there will be a Non-Recurring Charge (NRC) for Installation in the first year. WSL will not invoice Library for the Service until the equipment is installed and the Service has commenced, and will prorate Library's share of costs based on the number of days in the Program year after July 1st that Library was without the Service. Library's Annual Share is the net cost after all applicable Program subsidies have been applied and a portion will be charged to the Library quarterly.

Description	Quantity or Cost
Internet Service Speed	1 G @ Main, 1 G @ Evergreen
# of Lines	2
Installation NRC	0
Library's Share of NRC	0
Contracted Annual Costs to WSL:	\$33,806
Library's Annual Share:	\$4,057

ATTACHMENT B
QUALITY & SECURITY STANDARDS

WSL's contracts with Vendor provide for Internet & Managed Equipment Services with the following service quality and security standards, supplemented by WSL where indicated:

Technical Features/Capabilities for Internet Service

- Fiber ethernet connections with bandwidth options from 2 Mbps to 10 Gbps.
- IP enabled facilities are only a cross connect away from Vendor's IP backbone.
- Efficient online service management with access to billing, interactive network utilization reports, trouble ticket management and real-time service level reports.
- Internet security: Vendor's standard network security includes temporary IP filtering through null routes and limited ACL filtering upon request.
- Support for IP addressing, IPv4 and IPv4/IPv6 dual-stack, DNS, BGP or static routing.
- 24/7/365 dedicated operation support from experienced IP and security professionals.
- Building Extension available to extend service from network demarcation point to the desired location within your building (i.e., floor, suite, etc.).

Service Level Commitments for Internet Service

- Vendor's service level commitments include 99.99% network availability, latency, packet delivery, and reporting metrics. Vendor's complete Service Level Agreements ("SLAs") can be made available to Library upon request.

Service Requirements for Managed Equipment Services

- Vendor's Tailored Managed Network Service (TMNS) is a 24/7/365 offering.
- Vendor's offer includes 8x5xNBD on-site support.

Security Standards

- Security-related events are extremely rare due to the 24/7/365 monitoring by Vendor and WSL.
- Vendor automatically responds passively and overtly to threats across LibTech-owned equipment and internet provided through Vendor and resolves all issues within Vendor's control according to the guidelines set forth in the SLAs.
- WSL responds to all security and technical incidents and coordinates with Vendor and with Library staff and/or IT affiliates to resolve escalated issues.

- WSL will provide advice on security and technical issues relating to equipment owned by Library and connected to the LibTech network but does not assume responsibility nor control of those devices. Security events originating from a compromised device on the network will result in the isolation or removal of that device from the network until the issues are resolved to maximize network uptime.
- Participating libraries are not directly connected and a security event at one library will not impact another. However, due to the global nature of security threats, events could happen simultaneously. Vendor and WSL will coordinate responses to any and all such events and they will be addressed in accordance with the guidelines set forth in the SLAs.

ATTACHMENT C**LETTER OF AGENCY**

Washington State Library Technology Consortium (LIBTECH)
6880 Capitol Blvd SE
Tumwater, WA 98501

RE: Letter of Agency for E-Rate Funding Years 2024, 2025, 2026, 2027 & 2028 (July 2024 – June 2029)
Rev 1

This Letter of Agency confirms our participation in the Washington State Library Technology Consortium (LIBTECH) for the procurement of the full range of eligible equipment and services available through the E-rate program. The products and services included in this comprehensive program are: internet access, connectivity, network equipment, (antennas, connectors, cabling, caching, firewalls, racks, routers, switches, UPS units, wireless access points, wireless controllers, plus related components, licensing, software and accessories required to make the equipment function), managed services (operation, management, monitoring) and technical support equipment.

I hereby authorize LIBTECH to submit and to respond to related inquiries on FCC Forms 470, 471, 472/474, 486, 498, 500, SPIN Change and Service Substitution Requests to the Universal Service Administrative Company (USAC) on behalf of my library. I further recognize that the LIBTECH consortium may have competitively bid and selected vendors for equipment and service prior to when my library officially filed paperwork to join the consortium. I acknowledge that my library was listed as a potential Recipient of Services, and I affirm my acceptance of LIBTECH's vendor selections.

I understand that, in submitting these forms on our behalf, you are making certifications for the eligible library(ies) which I represent. By signing this Letter of Agency, I make the following certifications:

a) I certify that our library, libraries in our system] is/are a library eligible for support because it is eligible for assistance from a State Library administrative agency under the Library Services and Technology Act that it/they do not operate as for-profit businesses, and whose budgets are completely separate from any schools (including, but not limited to elementary, secondary schools, colleges, or universities).

b) I certify that our library(ies) has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.

c) I certify that the services the library(ies) purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by Commission's rules at 47 C.F.R. § 54.500(et seq.).

d) I certify that our library(ies) has/have complied with all program rules, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

OSOS No. I-8051

e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

f) I certify that I will retain the required documents for a period of at least ten years after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission's rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

g) I certify that I am authorized to order the eligible equipment and services for the eligible library(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible library(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the library(ies) that will be receiving discounted equipment and/or services under this Letter have complied with the terms, conditions and purposes of the E-Rate program, that no kickbacks were paid to anyone, and that false statements can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed and will notify USAC should I be informed or become aware that I or any of the library(ies), or any person associated in any way with my library(ies), is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.

i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider(s). I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to the LIBTECH Consortium for our library(ies) participation in the E-Rate program is accurate and true.

Please sign this Letter of Agency to authorize and enable the LIBTECH Consortium to apply for E-rate discounts on behalf of your library through June 30, 2029.

Library:	[Library Name]
Name:	[Signatory Name]
Title:	[Signatory Title]
Signature:	

OSOS No. I-8051

Date:	
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Sign and return this form to:

OSOS/Washington State Library

Attn: Sandy Grebbs

Sandy.grebbs@sos.wa.gov

ATTACHMENT D

FCC Form 479

OMB Control No. 3060-0853

Estimated time per response: 1 hour

**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
OR TO THE FEDERAL COMMUNICATIONS COMMISSION**

**Schools and Libraries Universal Service
Certification by Administrative Authority to Billed Entity of
Compliance with the Children's Internet Protection Act**

Please read instructions before completing.
(To be completed by the Administrative Authority and provided to your Billed Entity)

Administrative Authority's Form Identifier: _____
Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information

1. Name of Administrative Authority		2. Funding Year
3. Mailing Address and Contact Information for Administrative Authority		
Street Address, P. O. Box or Route Number		
City	State	Zip Code
Name of Contact Person		
Telephone Number	Fax Number	Email Address

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Block 2: Certifications and Signature

4. I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
5. I recognize that I may be audited pursuant to this form and will retain for at least ten years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the funding request any and all records that I rely upon to complete this form.

Name of Administrative Authority _____
 Administrative Authority's Form Identifier _____
 Contact Person _____
 Telephone Number _____

Block 2: Certifications and Signature (Continued)

6. I certify that as of the date of the start of discounted services:

- a ☐ the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).
- b ☐ pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:
- (FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.
- (FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.
- c ☐ the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

- d ☐ I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

7. Signature of authorized person

8. Date

9. Printed name of authorized person

10. Title or position of authorized person

11. Telephone number of authorized person

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.

ATTACHMENT E**LSTA GENERAL TERMS, CONDITIONS & ASSURANCES**

Library agrees to the following terms and conditions, and provides the following assurances, pursuant to the Library Services and Technology Act ("LSTA") as a sub-recipient of funding thereunder.

All capitalized terms used but not defined herein shall have the meanings given to them in that certain LIBTECH Participation Agreement between WSL and Library (the "Agreement") to which this Attachment E- LSTA General Terms, Conditions & Assurances is attached.

1. CERTIFICATIONS.

A. Certification regarding Debarment and Suspension. Library, by signing the Agreement, affirmatively represents and certifies to WSL, and agrees to, the statements set forth in the attached Exhibit A- Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions incorporated herein by this reference.

B. Certification regarding Lobbying and Nondiscrimination. Library, by signing the Agreement, affirmatively represents and certifies to WSL, and agrees to, the statements set forth in the attached Exhibit B- Certification regarding Lobbying and Nondiscrimination incorporated herein by this reference.

C. Certification regarding Policies and Procedures. Library, by signing the Agreement, affirmatively represents and certifies to WSL that Library has the following policies and procedures in place for its operations, and will provide copies of the same to WSL upon request:

- i. Conflict of Interest Policy;
- ii. Drug-free Workplace Policy;
- iii. Internal Controls to Prevent and Detect Mismanagement and/or Fraud; and
- iv. Purchasing Procedures;

provided, however, that if Library does not maintain one or more of the foregoing with respect to its operations, Library represents that it has provided written notification of this fact to the WSL Program Manager prior to execution of the Agreement.

2. ASSESSED COSTS. If any cost is assessed against WSL by the United States government as a result of a breach of the Agreement by Library or its subcontractors, if any, Library will be liable to WSL for such cost.

3. AUDIT. Library shall make its Records available for audit, and maintain books, records, documents, and other evidence sufficient to permit the preparation of reports required by the LSTA to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. Library shall be responsible for any audit expenses incurred by Library or its subcontractors, if any. In the event that Library expends \$750,000 or more in federal awards in a fiscal year, it shall have a single or program-specific audit conducted for that year (2 CFR Part 200, Subpart F)

and submit to WSL one copy of the reporting package when the schedule of findings and questioned costs disclose audit findings. Library shall provide written notification to WSL that: (i) an audit of Library was conducted; (ii) that the schedule of findings and questioned costs disclosed no audit findings, or if there were findings, what they were and how they were resolved; and (iii) that the summary schedule of prior audit findings did not report on the status of any audit findings. In any such written notification, Library shall identify the time period covered by the audit and include the name, contract number, amount, and CFDA number of the federal award(s) provided by WSL.

4. **CONFLICT OF INTEREST.** WSL may, in its sole and absolute discretion, declare the Agreement void and of no further effect if Library, or its agent or representative, should offer gratuities in the form of entertainment or gifts to any officer or employee of WSL with a view toward securing favorable treatment related to the Agreement.

5. **NOTICE OF CHANGE IN STATUS.** In the event of any substantive change in Library's legal status, organizational structure, or fiscal reporting, Library shall immediately notify WSL.

6. **RECORD RETENTION.** All Records shall be maintained separately by Library from those of other projects. Records of accounting should be supported by source documentation such as canceled checks, paid invoices, and payrolls. Records shall be retained by Library for the ten (10)-year time period specified in the Agreement; provided, however, that if any litigation or audit is ongoing, the Records must be kept until the litigation or audit is resolved.

7. **ACKNOWLEDGMENT.** Library's acknowledgment of funding in any publications or activities related to LIBTECH, Library's participation in the Program or to the provision of Service to Library will list the IMLS and WSL as follows: **"This [Program] [Participation] [Service] is made possible by the Office of the Secretary of State through the Washington State Library and the Institute of Museum and Library Services."** Failure to properly acknowledge IMLS may result in the loss of eligibility for future funding and being required to immediately return previously awarded funds.

8. **TRAFFICKING IN PERSONS.** As set forth in 2 CFR Part 175, to implement the trafficking in persons requirement in section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, the provisions of Exhibit C- Trafficking in Persons attached hereto are incorporated herein by this reference, and also must be included by Library and any other recipient of funds provided hereunder in any subsequent contracting tier with a private entity.

EXHIBIT A**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, 45 CFR Part 1185, Section 1185.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160- 19211).

1. The prospective lower tier participant certifies 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 certification.
3. This certification is a material representation of fact upon which reliance was placed when the covered 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.
4. The prospective lower tier participant shall provide immediate written notice 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.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective lower tier participant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person which 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.
7. The prospective lower tier participant further agrees that it will include the clause titled "Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 Non- procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render this certification in good faith. 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.
10. 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 which 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.

EXHIBIT B**CERTIFICATION REGARDING LOBBYING AND NONDISCRIMINATION**

Library, by signing the Agreement, makes the following certifications, which shall be treated as material representations of fact upon which WSL may rely on in utilizing LSTA funds for the Program and Library's participation therein:

LOBBYING

As required by Section 1352, Title 31 of the United States Code, Library certifies to the best of its knowledge and belief that :

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Library, 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of Library) 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 this Federal contract, grant, loan, or cooperative agreement, Library shall request, complete, and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) Library shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

NONDISCRIMINATION

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, Library certifies that Library will comply with the following nondiscrimination statutes and their implementing regulations:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 et seq.), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq.), which prohibits discrimination on the basis of disability in Federally-assisted programs;
- (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685- 86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance;
- (d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in Federally-assisted programs;

Library further provides assurance that it will include the language of these certifications in all sub-awards and that all sub-recipients shall certify and disclose accordingly.

EXHIBIT C**TRAFFICKING IN PERSONS**

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on

Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2CFR part 376.

a. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

b. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).











Washington State Library Library Technology Program_SD

Final Audit Report

2024-02-29

Created:	2024-02-29
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVISr7v6hdIHAX5TxvTPY5zm2ahGKWI4

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