

EBSCO Grant Agreement

EBSCO Industries, Inc. (EBSCO) is pleased to award the New Port Richey Public Library (the "Library") one of three 2019 EBSCO Solar Grants. EBSCO is excited to partner with you to bring greater energy efficiency to the Library and to move one step closer to improving the environment and transitioning from brown to green power.

I. PURPOSE.

The Library agrees to use grant funding to install a solar energy rooftop array. As part of the grant, the Library agrees to offer STEM-based curriculum of classes, hands on workshops and informative presentations for people of all ages. These educational opportunities will feature solar energy, the importance of sustainability, environmental stewardship, and the promotion of all-around more healthy lifestyles.

II. AMOUNT OF GRANT. One Hundred Thousand Dollars (\$100,000.00)

III. TERMS.

As part of the grant process EBSCO requires formal acceptance of the terms that follow, as well as completion of the requirements outlined below.

- (a) An authorized representative of the Library must sign this grant agreement (the "Agreement").
- (b) By signing this Agreement, the Library acknowledges that EBSCO paid the entire grant amount in July 2019.
- (c) The Library warrants that it is currently exempt from federal income tax pursuant to Internal Revenue Code Section 501(c)(1) and is not a private foundation, and that it has received no notice or information that its IRS determination letter has been revoked, modified, suspended or superseded by IRS action or otherwise. The Library will provide a copy of such IRS determination letter to EBSCO prior to or upon execution of this Agreement.
- (d) The Library agrees to expend the entire grant amount for the purposes and schedule outlined in the Library grant application. The Library will treat the grant amount as a restricted asset, and will keep adequate records to document the expenditure of funds and the activities supported by the grant.
- (e) The Library agrees to notify EBSCO about any of the following:
 - Any change in key personnel of the project or organization;
 - Any change in tax-exempt classification under Section 501(c)(1) of the Internal Revenue Code;
 - Any development that significantly affects the operation of the project or organization.
- (f) The Library agrees to submit an interim report to EBSCO on or about December 31, 2019 to include a description of project status, and agrees to submit a final report no later than thirty (30) days after the end of the project. Such final report to include:
 - Discussion of degree to which project objectives were achieved;
 - Description of any unanticipated effects of the project; and
 - Full financial accounting of the expenditure of the grant.

IV. PUBLICITY.

The Library agrees to appropriately credit the participation of EBSCO in any advertisement, publicity or public comment related to the project for which funds are granted.

V. TERMINATION.

EBSCO may, after notice to the Library of its intent to do so, cancel its participation in the project for which funds have been granted, in the event EBSCO, in its sole judgment, finds that:

- (a) The Library has failed to make substantial progress in the completion of the project;
or
- (b) The Library has failed to comply with the terms of this Agreement; or
- (c) Such cancellation is necessary to comply with the requirements of law; or
- (d) The Library fails to qualify as a tax-exempt entity under Section 501(c)(1) of the Internal Revenue Code.

In the event of cancellation under this Paragraph, the Library will return any unspent grant funds to EBSCO.

IN WITNESS WHEREOF, we have signed this Agreement as of _____, 2019.

EBSCO INDUSTRIES, INC.

CITY OF NEW PORT RICHEY

Rob Marlowe, *Mayor*

Judy Meyers, *City Clerk*