

**ADDENDUM B
MEMORANDUM OF UNDERSTANDING
BTOP PARTICIPATION AND WORKSTATION EXPANSION**

This Memorandum of Understanding (MOU) is entered into this December 21, 2011, by and between Montana State Library (MSL), PO Box 201800, 1515 East 6th Avenue, Helena, MT 59620-1800, and the **Parmly Billings Library (PBL)**, 510 North Broadway, Billings, MT 59101.

Purpose

MSL has received a grant to improve and expand public computer centers at 43 Montana public libraries. In order to increase the statewide average broadband speed to 21 Mbps, MSL will provide financial assistance to high-needs libraries that will supplement their monthly broadband costs after a speed upgrade. The goal is to not increase PBL's out-of-pocket broadband expenses during the term of this MOU. The purpose of this MOU is to establish the terms and conditions of this monthly financial support.

Term

The period of this MOU is from the date of signing to the project end date, June 30, 2013. MSL must receive all monthly broadband invoices prior to June 30, 2013.

MSL agrees to:

- A) Coordinate with PBL's broadband service provider to custom bill MSL for a portion of PBL's monthly broadband costs equivalent to the total costs minus any discounts and the current out-of-pocket monthly expenditures for PBL's broadband services **up to 100 Mbps and no less than 50 Mbps**. An estimate of each payment source can be found in Attachment A.
- B) Validate and pay all approved monthly broadband bills custom billed to MSL.
- C) Coordinate with PBL's broadband service provider to custom bill MSL for any one-time installation costs, network equipment, and customer-premises equipment (CPE) necessary to upgrade PBL's broadband speed.

PBL agrees to:

- A) Provide MSL with a copy of a current invoice for PBL's broadband services for their public computer center.
- B) Provide MSL with all E-rate forms filed and official responses from the Schools and Libraries Division of the Federal Communication Commission at MSL's request.
- C) Upgrade the broadband speed for their public computer center **up to 100 Mbps and no less than 50 Mbps** according to local policies and procedure on procurement.
- D) Validate and pay all approved monthly broadband bills custom billed to PBL.
- E) Coordinate with PBL's broadband service provider to determine any one-time installation costs, network equipment, and customer-premises equipment (CPE) necessary to upgrade PBL's broadband speed and provide such information to MSL.
- F) Sustain or improve PBL's broadband speed for their public computer center for no less than 12 months after the term of this MOU (June 30, 2014).
- G) Ensure that the primary use of PBL's broadband services provided under this MOU is intended for public use.
- H) Provide statistical and financial information to MSL upon MSL's request.

Either party may terminate this MOU, in whole or in part, by a 30 day written notice to the other. In the case of termination, MSL's financial commitment to PBL and its broadband service provider will cease.

This MOU is automatically canceled if federal funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, are not appropriated or otherwise made available to support the contract's commencement or continuation of performance.

Any changes to this MOU must be in writing and signed by both MSL and PBL, including addenda necessary for future public computer center related purchases.

This MOU may not be assigned, transferred, or conveyed by PBL, by operation of law, through a transfer of equity in Library or otherwise, without MSL's prior written consent, which consent may be withheld by MSL in MSL's sole discretion.

If any of these requirements are not met, MSL will provide technical assistance to the PBL to meet the requirements by way of a corrective action plan (CAP). Any unresolved compliance issues may result in MSL cancelling all financial commitments to PBL and its broadband service provider.

In performing the responsibilities under this MOU, PBL hereby certifies and assures that it will fully comply with all applicable local, state, and federal laws, rules, regulations, and ordinances.

Points of Contact:

BTOP Project Director, Donci Bardash, shall act as the MOU liaison and point-of-contact on behalf on the Montana State Library. Donci Bardash, Montana State Library, PO Box 201800, 1515 East 6th Avenue, Helena, MT 59601 (406) 444-0223, dbardash@mt.gov.

Parmly Billings Library Director, Bill Cochran, shall act as the MOU liaison and point-of-contact on behalf on the Parmly Billings Library. Parmly Billings Library Director, Bill Cochran, 510 North Broadway, Billings, MT 59101, (406) 657-8258, cochranb@ci.billings.mt.us.

Authorized Signatures: By signing and executing this MOU the signatory warrants that s/he has the authority to bind the parties hereto and any claims to the contrary are waived.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first above written.

Montana State Library



By: Donci Bardash
BTOP Project Director

10/21/11
Date

Parmly Billings Library

By: Bill Cochran
Parmly Billings Library Director

Date

ATTACHMENT A

2011-2012	Current Monthly Cost	Upgrade Monthly Cost	MSL Portion	Library Portion (100% of Current Cost)
January	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
February	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
March	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
April	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
May	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
June	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
2012-2013				
July	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
August	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
September	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
October	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
November	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
December	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
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April	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
May	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
June	\$ 259.00	\$ 980.00	\$ 721.00	\$ 259.00
2013-2014				
July	\$ 259.00	\$ 980.00	\$ 0.00	\$ 980.00
August	\$ 259.00	\$ 980.00	\$ 0.00	\$ 980.00
September	\$ 259.00	\$ 980.00	\$ 0.00	\$ 980.00
October	\$ 259.00	\$ 980.00	\$ 0.00	\$ 980.00
November	\$ 259.00	\$ 980.00	\$ 0.00	\$ 980.00
December	\$ 259.00	\$ 980.00	\$ 0.00	\$ 980.00
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