



25F

TOCKER

Grant Contract

Grant Number: 25401

Amount: \$46,450

GRANTEE: Herman Brown Free Library

PURPOSE: Burnet County Newspapers Digitization

1. This grant is for the specific purpose(s) set forth herein, as derived from the approved grant application, and moneys received under this agreement should be expended for no other purpose(s) without the express, written approval of the Tocker Foundation.
2. Grantee specifically agrees that no part of the funds received from this grant will be used to carry on propaganda, influence legislation, influence the outcome of any specific public election, or carry on directly or indirectly, any voter registration drive.
3. Grantee agrees immediately to notify the Tocker Foundation, in writing, if (i) grantee's federal tax status is revoked or altered; (ii) Grantee has reasonable grounds to believe that its tax-exempt status may be revoked or altered; or (iii) Grantee has reason to believe that these grant moneys cannot be or continue to be expended for the specified purpose(s). In the event that grantee loses its tax-exempt status before all funds under this grant are dispensed, this grant contract will be considered null and void and all obligations of the Tocker Foundation hereunder will terminate.
4. Grantee will cooperate with the Tocker Foundation in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the Tocker Foundation to establish the fact that it has observed all requirement of the law with respect to this grant.
5. The Tocker Foundation retains the right to release information regarding this grant to any public media. Permission is hereby given for Grantee to use any wording contained in this contract and the accompanying letter in press releases. Grantee agrees to forward to the Tocker Foundation copies of any news releases, published materials, or media articles mentioning this grant which come to Grantee's notice or attention.

6. The Tocker Foundation retains the right to release information regarding this grant to any public media. Permission is hereby given for Grantee to use any wording contained in this contract and the accompanying letter in press releases. Grantee agrees to forward to the Tocker Foundation copies of any news releases, published materials, or media articles mentioning this grant which come to Grantee's notice or attention.
7. This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein and in the letter of notification of award. The signature on this document of the persons authorized to make legal contracts for Grantee will represent Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant.

The undersigned officials of the Herman Brown Free Library have carefully read this contract and agree to the terms and conditions stated herein.

TOCKER FOUNDATION

Herman Brown Free Library

By: 
Darryl Tocker
Executive Director

By: _____
Florence Reeves
Library Director

Date: May 30, 2025

Date: _____

By: 
Bryan Wilson
Burnet County Judge

Date: 6/24/25



TOCKER FOUNDATION

The Tocker Foundation was established in 1964 to implement the philanthropic interests of Phillip and Olive Tocker. Phillip Tocker was a practicing attorney, but changed careers in his later years by purchasing the Waco outdoor advertising plant. The family business was destroyed in the 1953 Waco tornado. The family rebuilt and the business survived. Phillip Tocker's vocational career culminated to the position of President of the Outdoor Advertising Association of America. After retiring, Phillip and Olive Tocker actively pursued their avocations. Phillip and Olive Tocker endowed the Foundation with their estates in 1994 and 1993 respectively.

In 1992 the Foundation board decided to focus grant distribution to small rural libraries serving a population of 12,000 or less. The direction is to assist libraries in making services more accessible to individuals who by reason of distance, residence, handicap, age, literacy level or other disadvantage are unable to receive the benefits of public library services. Grants are distributed to assisting libraries to serve as community centers, information resources and provide literacy and bilingual programs. The Foundation partners with community libraries to meet the particular needs of the community.

The Foundation board members are Mrs. Barbara Tocker (Chair), Mr. Terry Tocker (Vice Chair), Mr. Darryl Tocker (Executive Director), Mrs. Donna Tocker, Mrs. Natalie Tocker, Ms. Laura Tocker, Ms. Rachel Tocker, Ms. Gretchen Pruett, Mr. Edward Smith and Mr. Mark Smith. Grant applications are evaluated by a permanent committee of the Texas Library Association. Over the past years the board members have seen inroads made towards library automation, digitization of historical documents and computer access. Grants have been extended for outreach and "shut - in" programs, enhancement of services, adult reading classes, after school projects, bilingual material and many other projects initiated by the community public library. We look forward to serving in this direction for many years.

5806 Mesa Drive, Suite 375, Austin Texas 78731

grants@tocker.org

www.tocker.org

512-452-1044



PROJECT AGREEMENT

This Project Agreement ("Agreement") is entered into as of the 24 day of June, 2025 by and between: Burnet County ("Institution"), notices for whom should be sent to the address shown below or to such address as Institution may inform UNT of in writing;

Name: Burnet Co Judge, Bryan Wilson
 Address: 220 S. Pierce St
Burnet, TX 78611

and **University of North Texas** ("UNT"), with offices at Willis Library, Room 370, 1516 West Highland Street, Denton, TX 76201. Notices for the UNT Libraries' Portal to Texas HistorySM should be sent to UNT Libraries, Attn: Digital Projects Unit, 1155 Union Circle # 305190, Denton, TX 76203-5190.

WHEREAS, UNT has a repository of digital information ("The Portal to Texas HistorySM") in which participating institutions shall contribute historical materials, and UNT has agreed to store and deliver this information to Public, and

WHEREAS, Institution desires to contribute materials to the Portal to Texas HistorySM,

NOW, THEREFORE, the parties agree as follows:

- 1) Definitions:
 - a) "Public" shall mean users via general Internet access.
 - b) "Licensed Materials" shall mean all digital files contributed by Institution to be stored and delivered from UNT computers other than public records.
 - c) "Metadata" shall mean all information used to search and locate an object such as title, author, subjects, keywords, descriptions, or publisher contributed by Institution, derived from the provided digital files, or created by UNT
 - d) "Public Records" shall mean records a governmental agency or body is legally required to keep.
 - e) "Public Domain" shall mean a work free of copyright
- 2) Institution represents and warrants that:
 - a) Institution has the full right and authority to enter into this Agreement;
 - b) Institution has the full right and authority to perform its duties as described herein and to authorize UNT to perform duties as described herein in reliance on Institution's warranty;
 - c) Institution has not assigned, pledged or otherwise encumbered the rights in the Licensed Materials, corresponding digital reproductions, nor related material created for or provided to UNT under this Agreement. Institution represents and warrants that neither the digital reproductions and/or related material created for or provided to UNT under this Agreement will interfere with or violate any rights of third parties, any copyright, or any other right, and will contain no matter that is libelous or in violation of any rights of privacy or that is otherwise contrary to law.
 - d) Institution will give UNT prompt written notice of any suit, action, proceeding, or complaint brought against it alleging facts, which if proven, would constitute a breach of the warranties made by Institution.
- 3) UNT will cease to store and/or distribute products if so ordered by any judicial rule or order or otherwise at the discretion of UNT. UNT reserves the right to discontinue storage and distribution of the Licensed Materials.
- 4) Institution hereby grants to UNT the perpetual and unlimited rights to: permit UNT to post Licensed Materials; permit Public to search, view, and browse the Licensed Materials; permit Public to print or download the Licensed Materials for all non-commercial purposes allowed by this Agreement; create lower resolution derivative versions of Licensed Materials for systematic distribution to Public; and use Licensed Materials in presentations about and promotions for the project, and in online exhibits or educational materials, such as lesson plans or learning activities.
- 5) Excluding the use of materials in the Public Domain and except as expressly permitted in this Agreement, UNT will not use the Licensed Materials for any substantial or systematic reproduction;

redistribution, reselling or sublicensing in any manner including in connection with fee-for-service use; or a commercial use other than one expressly agreed upon by the parties.

- 6) Any Metadata created or contributed by Institution or derived from Licensed Materials by UNT is in the public domain. Institution warrants that Institution has dedicated any created, contributed, or derived Metadata to the public domain by waiving all of Institution's rights to the Metadata worldwide under copyright law, including all related and neighboring rights. UNT may copy, modify, and distribute Metadata, even for commercial purposes without permission.
- 7) UNT shall post appropriate notices informing users of their obligations under this agreement and of the applicability of United States Copyright Act to the reproduction of the Licensed Materials. UNT shall provide appropriate notices informing users of the name and address of the institution that submitted each item or collection.
- 8) Except as permitted by this Agreement, neither UNT, nor Public of the UNT Libraries' Portal to Texas HistorySM may modify, adapt, transform, translate or create any derivative work based on any materials included in the Licensed Materials, or otherwise use any such materials in a manner that would infringe the copyright or other proprietary rights therein. UNT shall post appropriate notices informing Public of their obligations under this Agreement and of the applicability of United States Copyright laws to the reproduction of the Licensed Material.
- 9) In no event shall UNT be liable for incidental, special, or consequential damages suffered by Institution, even if it has previously been advised of the possibility of such damages. Institution's exclusive remedy for violation of this Agreement shall be the right to terminate this agreement upon 30-day notice and the right to use the licensed materials. Nothing herein shall restrict the right of the Institution from taking such legal action as it considers necessary to prevent the unauthorized use of Licensed Materials by third parties.
- 10) UNT shall not be liable to Institution for the unauthorized use of Licensed Materials or other violations by Public.
- 11) Institution may submit digital files that include public records or material in the Public Domain that are subject to the provisions of Texas law, which governs the use of such records. Use restrictions contained in this Agreement shall not apply to any public records or material in the Public Domain.
- 12) The warranties contained herein shall survive the termination of this Agreement.
- 13) This Agreement will be construed according to the laws of the State of Texas.
- 14) UNT is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by a party attempting to resolve all of its disputes with UNT arising hereunder.
- 15) General Description of Materials to be added: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Institution

Name of authorized representative (print)

Title *Bryan Wilson*
BURNET COUNTY JUDGE

Signature

Date signed

University of North Texas

Sian Brannon
University Librarian and Vice Provost, UNT
Libraries

Signature

7/16/2025

Date signed

TOCKER

June 2, 2025

Florence Reeves
Herman Brown Free Library
100 E Washington
Burnet, Texas 78611

Grant#: 25401

Dear Florence Reeves,

The Tocker Foundation promotes Texas public libraries in communities of 12,000 or less. Grant applications are reviewed by a permanent committee of librarians appointed by the Texas Library Association. This grant brings the cumulative grant support to the Herman Brown Free Library to a total of \$163,710.

We have reviewed your grant application and we wish to fund the following:

Description	Requested		Funded
Burnet County Newspapers Digitization	\$46,450	up to	\$46,450
Grant Total	\$46,450		\$46,450

The enclosed contract is based on the breakdown above. Please sign both copies and return ONE signed copy in the enclosed self-addressed envelope. The grant is conditional on certain Foundation guidelines and allocation of funds. Please do not implement the project without first returning the grant contract. Digitization grants do not require the submission of a final report. All funds go directly to UNT.

The members of the Tocker Foundation have been very pleased with the digitization products from the Portal to Texas History. We are proud to have your collection available online. Congratulations on your successful application.

Sincerely,



Darryl Tocker
Executive Director

