

PROJECT NUMBER _[project number]_____

**Florida Department of State, Division of Library and Information Services
LIBRARY COOPERATIVE GRANT AGREEMENT**

AGREEMENT executed and entered into _____

BETWEEN the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the

GRANTEE: [Grantee Governing Body] for and on behalf of [Grantee]

the PROJECT: Library Cooperative Grant

the GRANT AMOUNT: [amount] dollars (\$xxx,xxx)

released in five payments as determined by the DIVISION.

The funds must be expended on or before September 30, [year].

Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State, and to the [grantee], [address],[city], Florida, [zip] for the GRANTEE. In the event of a change of address it is the obligation of the moving party to notify the other party in writing of the change of address.

The DIVISION is authorized pursuant to Sections 257.40-257.42, *Florida Statutes*, to provide and administer Library Cooperative Grants. State financial assistance for Library Cooperative Grants has been appropriated to encourage and ensure cooperation among libraries of all types for the development of library services; to foster cooperative programs to meet the needs of the state residents which cannot be met independently by local libraries; to build upon the strength of local libraries and to augment their resources with regional and statewide services; to maintain local autonomy and to make cooperation in regional or statewide activities voluntary; and to recognize programs of cooperation undertaken by libraries.

The GRANTEE has made application and has met all eligibility requirements for receipt of a Library Cooperative Grant. By reference, the application and any approved revisions are hereby made a part of this agreement.

I. The parties agree as follows:

Grant Purpose . This grant shall be used exclusively for the following scope of work. The Grantee will:

[Insert scope of work here]

II. The GRANTEE agrees to:

- a. Provide the following deliverables related to the scope of work:
 1. For payment number 1, no deliverables are required; it is an advance payment.
 2. For payment number 2, the GRANTEE will [deliverable for payment 2].
 3. For payment number 3, the GRANTEE will [deliverable for payment 3].
 4. For payment number 4, the GRANTEE will [deliverable for payment 4].
 5. For payment number 5, the GRANTEE will [deliverable for payment 5].
- b. Expend all grant funds awarded for the operation, programs, and services of the GRANTEE in accordance with its Long Range Plan and Annual Plan of Service and Budget submitted to the DIVISION with the grant application, and in accordance with Sections 257.40-257.42, Florida Statutes, and guidelines of the Library Cooperative Grants program. Changes to the Long Range Plan or Annual Plan of Service and Budget which also change the manner in which grant funds will be spent shall be approved by the DIVISION so long as the changes are consistent with the guidelines of the Library Cooperative Grants program, and Sections 257.40-257.42, Florida Statutes.
- c. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
- d. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
- e. Retain all records for a period of five years from the date of submission of the final project report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five year period, whichever is later.
- f. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. Use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, project funds.
- g. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.
- h. Pay out all project funds on or before the project ending date.
- i. Expend all grant funds received under this Agreement solely for the purposes of the project. Repay to the DIVISION any and all funds not expended for the purposes of the project.
- j. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.
- k. Invest temporarily surplus funds and return the interest earned on such investments to the State quarterly.
- l. Maintain bills for services or expenses in detail sufficient for proper preaudit and postaudit.

- m. Maintain any travel expenses in accordance with the provisions of Section 112.061, Florida Statutes.
- n. The GRANTEE hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The GRANTEE further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State employee to avoid a potential violation of those statutes.
- o. Not discriminate in providing space for public meetings or against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.
- p. In the event that the GRANTEE expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such GRANTEE, the GRANTEE must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the GRANTEE shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in part p., paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the GRANTEE expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the GRANTEE'S resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <https://apps.fldfs.com/fsaa/>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the GRANTEE directly to each of the following:

1. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 S. Bronough Street
Tallahassee, Florida 32399-0250

2. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

III. The DIVISION agrees to:

- a. Provide a grant in accordance with the terms of this agreement in the amount and frequency as stated above in consideration of the GRANTEE's performance hereinunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- b. Provide payments upon receipt of outlined deliverables. Payment 1 is an advance payment. Payments 2, 3, 4 and 5 will be reimbursed upon satisfactory completion of the deliverables outlined in section II. Documentation supporting the satisfactory completion of deliverables must be submitted with each payment request. Documentation to include: [insert agreed upon documentation here]. Provide professional advice and assistance to the GRANTEE as needed, in implementing and evaluating the project.
- c. Review the project during the grant period to ensure that adequate progress is being made toward achieving the project objectives.

IV. The GRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreement either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement. If any matter arising out of this

Agreement becomes the subject of litigation, venue shall be in Leon County.

- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the GRANTEE shall be determined by the DIVISION based on the terms and conditions imposed on the GRANTEE in this agreement and compliance with the program guidelines. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE'S control. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination, if equitable.
- f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. GRANTEE agrees immediately to contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant that it awards.
- g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the Project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors

for services and commodities, PROVIDED THAT such subcontract has been approved by the DIVISION prior to its execution, and PROVIDED THAT it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- k. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this contractual relationship.
- l. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- m. The GRANTEE shall not assign, sublicense or otherwise transfer its rights, duties, or obligations under this agreement without prior written consent of the DIVISION, which consent shall not be unreasonably withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE'S obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the agreement. In the event the Legislature transfers the rights, duties, and obligations of the DIVISION to another government entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- n. This agreement shall bind the successors, assigns and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- o. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in accordance with Section 257.21, *Florida Statutes*.
- p. No costs incurred before the date of this agreement shall be eligible as project expenditures. No costs incurred after the completion date or other termination of the Agreement shall be eligible as project expenditures unless specifically authorized by the DIVISION.
- q. If the GRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with any Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the DIVISION may withhold grant payments until the GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports

and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the DIVISION to place the GRANTEE in noncompliance status with the Department of State.

- r. Financial Consequences. The Department shall apply the following financial consequences for failure to perform the services required in the Scope of Work.
 - 1. Second payment will be withheld and reduced by 5% if deliverables are not satisfactorily completed.
 - 2. Third payment will be withheld and reduced by 5% if deliverables are not satisfactorily completed.
 - 3. Fourth payment will be withheld and reduced by 5% if deliverables are not satisfactorily completed.
 - 4. Fifth payment will be withheld and reduced by 5% if deliverables are not satisfactorily completed.

V. The term of this agreement will commence on the date of execution of the agreement.

THE GRANTEE

THE DIVISION

Signature of Authorized Official

Judith A. Ring, Director
Division of Library and Information Services
Department of State, State of Florida

Typed Name and Title of Authorized Official

Witness

Witness

Witness

Witness