

[This entire document will be deleted and replaced with the new agreement base]

PROJECT NUMBER: [Project Number]

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

This 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: \_\_\_\_\_ [Project Name]

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

released in four payments as determined by the DIVISION.

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 [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 Section 257.191, *Florida Statutes*, to provide and administer Public Library Construction Grants. The GRANTEE, acting under the authority vested in it for the establishment and maintenance of a free public library, has applied for and has met all eligibility requirements for receipt of a Public Library Construction Grant. The DIVISION and the GRANTEE are willing to cooperate for the implementation of a public library construction project. The GRANTEE has made application and has met all eligibility requirements for receipt of a Public Library Construction 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]

H. ~~The GRANTEE agrees to:~~

- a. ~~Provide the following deliverables and performance measures related to the scope of work:~~
  1. ~~For payment number one: the GRANTEE will have expended at least 30 percent of the construction contract amount prior to payment. The performance measure documenting satisfactory completion of deliverables will be a completed AIA Document G702, or its equivalent, showing at least 30 percent of the total contract amount expended.~~
  2. ~~For payment number two, the GRANTEE will have expended at least 60 percent of the construction contract amount prior to payment. The performance measure documenting satisfactory completion of deliverables will be a completed AIA Document G702, or its equivalent, showing at least 60 percent of the total contract amount expended.~~
  3. ~~For payment number three, the GRANTEE will have expended 100 percent of the construction contract amount, including all retainage, prior to payment. The performance measure documenting satisfactory completion of deliverables will be a completed AIA Document G702, or its equivalent, showing the total contract amount expended, including any retainage.~~
  4. ~~For payment number four, the GRANTEE will have completed all project and agreement obligations prior to payment. The performance measure documenting satisfactory completion of deliverables will be submission of a Library Construction Closeout Report that certifies that all project funds have been expended and the project has been closed out.~~
- a. ~~To provide sufficient, eligible and unencumbered funds to be used for public library construction.~~
- b. ~~To provide an approved site and building plans and specifications prepared by a licensed architect. Submit the final drawings and specifications to the DIVISION for review prior to the award of a construction contract. Award a construction contract within 540 days from the date of the grant award.~~
- c. ~~To provide and maintain competent and adequate engineering or architectural supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the DIVISION.~~
- d. ~~To expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures from grant funds shall not be made for general operating expenses such as salaries, travel, personnel, or office supplies.~~

- e. ~~To submit changes in the construction contract to the DIVISION for approval if they:
 
  - 1. ~~Alter the approved building floor space or space relationships;~~
  - 2. ~~Alter the approved function or services of any part of a facility;~~
  - 3. ~~Change the location, size, or quantity of any approved fixed equipment;~~
  - 4. ~~Transfer funds from the approved equipment budget to the construction budget, or vice versa;~~
  - 5. ~~Affect design life safety features of the facility or requirements for elimination of architectural barriers for the handicapped.~~~~
- f. ~~To include in the construction contract provisions for a Performance and Payment Bond and other financial assurances as to the contractor's ability to comply with said contract provisions, pursuant to Section 255.05, Florida Statutes.~~
- g. ~~To establish and maintain a proper accounting system in accordance with generally accepted accounting principles.~~
- h. ~~To provide the DIVISION, through any authorized representative, access to the site and access to and the right to examine all records, books, papers, or other documents related to the PROJECT.~~
- i. ~~To notify the DIVISION of the date and time of final inspection in order to afford DIVISION participation in such inspection for purpose of concurring in the final acceptance of the building.~~
- j. ~~To provide, without discrimination, free use of the library services to all residents of the area served.~~
- k. ~~That it will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.~~
- l. ~~To comply with the Executive Order 11988, Flood Plain Management.~~
- m. ~~To comply with the provisions of Section 257.191, Florida Statutes, and the regulations implementing the law, including Sections 553.501-553.513, Florida Statutes, relating to accessibility by persons with disabilities, and the Americans with Disabilities Act of 1990.~~
- n. ~~To the use of the building exclusively for the public library purposes for which constructed or altered. Use must be continuous and for at least 20 years from project completion. The 20-year period begins on the date of project closeout. A change in its use must be approved by the DIVISION.~~
- o. ~~Not use grant funds for lobbying the Legislature, the judicial branch or any state agency.~~
- p. ~~Maintain bills for services or expenses in detail sufficient for proper preaudit and postaudit.~~

~~q. 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.~~

~~r. 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 o., 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 and to the extent that the appropriation for this project is released to the DIVISION for the PROJECT. Should the GRANTEE fail to expend the amount of local funds certified in the application, the DIVISION will match the local funds on a dollar for dollar basis to a maximum of the grant award.~~
- ~~b. Provide four grant payments. Payments 1, 2 and 3, each for 30 % of the grant award, will be reimbursed upon satisfactory completion of the corresponding deliverable. Payment 4, for 10% of the grant award, will be reimbursed upon satisfactory completion of the corresponding deliverable. Performance measures supporting the satisfactory completion of services must be submitted with each payment request.~~
- ~~c. Conduct a periodic check of the PROJECT, including participation in the final inspection, when feasible.~~

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 communication, 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 of provision shall be deemed stricken.~~
- ~~d. The DIVISION shall demand the return of monies delivered and withhold subsequent payments if violations occur which disqualify the project from the grant under which they were provided, if monies were improperly expended or managed or if records of proper expenditure are not prepared, preserved or surrendered as required by this agreement.~~

- e. ~~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.~~
- f. ~~This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under this 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 the GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the 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.~~
- g. ~~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.~~
- h. ~~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 grant will be reduced in accordance with Section 257.195, *Florida Statutes*.~~
- i. ~~The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.~~
- j. ~~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.~~
- k. ~~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.~~

- ~~l. 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.~~
- ~~m. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.~~
- ~~n. 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.~~
- ~~o. 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.~~
- ~~p. 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.~~
- ~~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. First payment will be withheld if deliverables are not satisfactorily completed.~~
  - ~~2. Second payment will be withheld if deliverables are not satisfactorily completed.~~
  - ~~3. Third payment will be withheld if deliverables are not satisfactorily completed.~~
  - ~~4. Fourth payment will be forfeited if the project is not closed out within 24 months of the issuance of the Certificate of Substantial Completion, unless an extension has been granted by the Division.~~

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

Revised 02/16/15