

**Florida Department of State, Division of Library and Information Services
LIBRARY SERVICES AND TECHNOLOGY ACT
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

SUBGRANTEE: [governing body] for and on behalf of [organization]

the PROJECT: [Project Name]

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

released in ~~four equal advance~~ five payments as determined by the Division.

The funds must be expended on or before September 30, xxxx.

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 [Organization Name], [Mailing Address], [City], [State], [Zip], for the SUBGRANTEE. 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, as administrator of federal funds authorized under Section 257.12, *Florida Statutes*, wishes to provide a grant of federal funds. Federal funds are provided through the Library Services and Technology Act under Florida’s long range plan approved by the Institute of Museum and Library Services. The SUBGRANTEE agrees to meet all state requirements and requirements of the Library Services and Technology Act, hereinafter referred to as LSTA.

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

The parties agree as follows:

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

I. The SUBGRANTEE will:

[Insert scope of work here]

II. The SUBGRANTEE agrees to:

a. Provide the following deliverables and performance measures related to the scope of work:

1. For payment number one: No deliverables are required, it is an advance payment.

2. For payment number two, the SUBGRANTEE will have [Insert deliverable here] prior to payment. The performance measure documenting satisfactory completion of deliverables will be [insert performance measure here].
 3. For payment number three, the SUBGRANTEE will have [Insert deliverable here] prior to payment. The performance measure documenting satisfactory completion of deliverables will be [insert performance measure here].
 4. For payment number four, the SUBGRANTEE will have [Insert deliverable here] prior to payment. The performance measure documenting satisfactory completion of deliverables will be [insert performance measure here].
 5. For payment number five, the SUBGRANTEE will have [Insert deliverable here] prior to payment. The performance measure documenting satisfactory completion of deliverables will be [insert performance measure here].
- b. Administer all funds granted to it by the DIVISION to carry out the project as described in the project proposal and revisions submitted to and approved by the DIVISION.
 - 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. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, federal project funds.
 - g. Perform all acts in connection with this agreement in strict conformity with all applicable State and Federal laws and regulations.
 - 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. To 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 to the provisions of Section 112.061, *Florida Statutes*.
- n. That to the best of the SUBGRANTEE'S knowledge and belief that the SUBGRANTEE, and its principals:
 1. Are not presently excluded or disqualified (debarment, suspension and other responsibility matters);
 2. Have not been convicted within the preceding three years of any of the offenses listed in 45 CFR 1185.800(a) or had a civil judgment rendered against the applicant or its principals for one of those offenses within that time period;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 45 CFR 1185.800(a); and
 4. Have not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

That the SUBGRANTEE, and its principals will comply with 45 CFR Part 1185 Subpart C (Responsibilities of Participants Regarding Transactions) and will require similar compliance with Subpart C by persons at the next lower tier with whom the primary tier participant enters into covered transactions.

- o. Provide or continue to provide a drug-free workplace by complying with the requirements in Subpart B of 45 CFR Part 1186.

This includes: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for its employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either with this application, upon award, or in documents kept on file in the SUBGRANTEE'S office) all known workplaces under the award.
- p. The SUBGRANTEE 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 SUBGRANTEE 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.
- q. As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over \$100,000, the SUBGRANTEE certifies to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall request, complete, and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 3. The SUBGRANTEE shall include the language of this certification in Part q in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- r. That to the best of the SUBGRANTEE'S knowledge and belief that the SUBGRANTEE is not delinquent in the repayment of any Federal debt.
- s. As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 CFR Part 1180.44, the SUBGRANTEE certifies that the SUBGRANTEE will comply with the following nondiscrimination statutes and their implementing regulations:
1. Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000 et seq.), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 701 et seq.), which prohibits discrimination on the basis of disability in Federally-assisted programs;
 3. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-83, 1685-86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance;
 4. The Age Discrimination in Employment Act of 1975, as amended (42 USC § 6101 et seq.), which prohibits discrimination on the basis of age in Federally-assisted programs;

The SUBGRANTEE shall insert similar provisions listed in Part ~~f~~ g in all subcontracts for services required by this agreement.

- t. In the event that the SUBGRANTEE expends \$500,000 or more in Federal awards in its fiscal year, the SUBGRANTEE must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the SUBGRANTEE shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the SUBGRANTEE conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part s t., paragraph 1, the SUBGRANTEE shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the SUBGRANTEE expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the SUBGRANTEE expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from SUBGRANTEE resources obtained from other than Federal entities).

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the SUBGRANTEE directly to each of the following:

1. The Department of State at the following address:
Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 S. Bronough Street
Tallahassee, Florida 32399-0250
2. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections 320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:
Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
3. Other Federal agencies and pass-through entities in accordance with Sections 320 (e) and (f), OMB Circular A-133, as revised.

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 for the SUBGRANTEE's performance hereinunder, and contingent upon funding by the Institute of Museum and Library Services. 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 or federal funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the SUBGRANTEE 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 five grant payments. Payment 1, for 25 % of the grant award, is an advance payment. Payments 2 and 3, for 25% of the grant award for each payment, will be reimbursed upon satisfactory completion of the corresponding deliverable. Payments 4, for 20% of the grant award, will be reimbursed upon satisfactory completion of the corresponding deliverable. Payment 5, for 5% 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. Provide professional advice and assistance to the SUBGRANTEE as needed, in implementing and evaluating the project.
- d. Review the project during the grant period to ensure that adequate progress is being made toward achieving the project objectives.

IV. The SUBGRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the entire 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, representations, or agreements, either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. This 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 SUBGRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the SUBGRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the SUBGRANTEE shall be determined by the DIVISION based on the terms and conditions imposed on the SUBGRANTEE in this agreement and compliance with the program guidelines. The DIVISION shall provide SUBGRANTEE a written notice of default letter. SUBGRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the SUBGRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the SUBGRANTEE 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 SUBGRANTEE’s control. In the event of termination of this agreement, the SUBGRANTEE 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 SUBGRANTEE 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*. SUBGRANTEE agrees to immediately 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 SUBGRANTEE, its agents, servants or employees; nor shall the SUBGRANTEE exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the SUBGRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the SUBGRANTEE.
- i. The SUBGRANTEE, other than a SUBGRANTEE 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 SUBGRANTEE shall be responsible for all work performed and all expenses incurred in connection with the Project. The SUBGRANTEE 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 SUBGRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the SUBGRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The SUBGRANTEE shall include the copyright provision in paragraph (o.) of this agreement in all of its subcontracts.

- 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 SUBGRANTEE, 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, SUBGRANTEE 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. SUBGRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the SUBGRANTEE 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 SUBGRANTEE 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 Department approves a transfer of the SUBGRANTEE's obligations, the SUBGRANTEE 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 this agreement.
- n. This agreement shall bind the successors, assigns and legal representatives of the SUBGRANTEE and of any legal entity that succeeds to the obligations of the DIVISION.
- o. When publications, films, or similar materials are developed, directly or indirectly from a program, project, or activity supported with grant funds, SUBGRANTEE (and any of its subcontractors, if applicable) shall grant the Department of State an irrevocable, royalty-free, non-transferable, non-exclusive right and license to reproduce or otherwise use, to make derivative works from, and to display and distribute any copyrighted material developed under this Agreement for any state governmental purpose. The SUBGRANTEE also grants the federal awarding agency a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which the grantee, subgrantee, or a contractor purchases ownership with grant support. The SUBGRANTEE shall include the foregoing paragraph in all of its subcontracts.
- 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 SUBGRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with the 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 SUBGRANTEE 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 SUBGRANTEE 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 services are not satisfactorily completed for the payment.
 - 2. Third payment will be withheld and reduced by 5% if services are not satisfactorily completed for the payment.
 - 3. Fourth payment will be withheld and reduced by 5% if services are not satisfactorily completed for the payment.
 - 4. Fifth payment will be withheld and reduced by 5% if services are not satisfactorily completed for the payment.

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

THE SUBGRANTEE

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