PROJECT NUMBER _[project number]_

LIBRARY COOPERATIVE GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
[Governing Body] for and on behalf of [grantee]

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the **[Governing Body]** for and on behalf of **[grantee]**, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a Library Cooperative Grant (CSFA 45.018) by the Division: grant number **[project number]** for the project "Library Cooperative Grant," in the amount of $[award]. Funds for this grant have been appropriated in the FY 20xx-20xx General Appropriations Act on line xxxx. The Division has the authority to administer this grant in accordance with Section 257.42, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose**. This grant shall be used exclusively for the "Library Cooperative Grant," the public purpose for which these funds were appropriated.

   a) The Grantee shall perform the following **Scope of Work**:

      [Scope of Work]

      All tasks associated with this project, as outlined in the Project Description (see Attachment A), will be performed by September 30, 20xx.

   b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

      Payment 1:
      - The first payment will be a fixed price advance in the amount of 25% of the grant award.

      Payment 2, Deliverable/Task 1:
      - The second payment will be a fixed price in the amount of 25% of the grant award. [grantee] will:

        [Deliverable]

To document evidence of completion of the deliverable(s), [grantee] will provide:

[performance metric]

Payment 3, Deliverable/Task 2:

- The third payment will be a fixed price in the amount of 25% of the grant award. [grantee] will:

  [Deliverable]

  To document evidence of completion of the deliverable(s), [grantee] will provide:

  [performance metric]

Payment 4, Deliverable/Task 3:

- The fourth payment will be a fixed price in the amount of 20% of the grant award. [grantee] will:

  [Deliverable]

  To document evidence of completion of the deliverable(s), [grantee] will provide:

  [performance metric]

Payment 5, Deliverable/Task 4:

- The fifth payment will be a fixed price in the amount of 5% of the grant award. [grantee] will:

  [Deliverable]

  To document evidence of completion of the deliverable(s), [grantee] will provide:

  [performance metric]

c) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and entitled Attachment B). All expenditures for this agreement shall be in accordance with this budget.

2. **Length of Agreement.** This Agreement shall begin on the date the agreement is signed by both the Grantee's Governing Body and the Division. The Agreement shall end September 30, 20xx unless terminated in accordance with the provisions of Section 33 of this Agreement.

3. **Expenditure of Grant and Matching Funds.** The Grantee cannot obligate or expend any grant or matching funds before the Agreement has been signed by all parties. No costs

incurred after the ending date of the Agreement or other termination of the Agreement shall be allowed unless specifically authorized by the Division.

4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:
[name], [title]
Florida Department of State
R.A. Gray Building
Mail Station #9D
500 South Bronough Street
Tallahassee, Florida 32399-0250
Phone:
Facsimile:
Email:

For the Grantee:
[name], [title]
[address]
[city], Florida [zip]
Phone:
Facsimile:
Email:

5. **Grant Payments.** All grant payments are requested by submitting a Grant Payment Request ~~Form~~. Payment Requests ~~forms~~ and supporting documentation must be submitted ~~online using~~ on the ~~Florida Libraries and Grants System at~~ ~~fllibraries.org~~ DOS Grants System at dosgrants.com. ~~The Grant Payment Request Form is available on the Division's website at info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms~~. The total grant award shall not exceed $[award], which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

a) The first payment will be a 25% advance of the grant award.

b) The second payment will be 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

c) The third payment will be 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

d) The fourth payment will be 20% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

e) The fifth payment will be 5% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments**. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (incorporated by reference) to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**

8. **Changes to Project.** Should the Grantee wish to make changes to the Scope of Work, deliverables, expenditures, equipment to be purchased or key personnel, the Grantee must request permission to revise the project. This is done by submitting a ~~Project Revision Form~~ Change Request. Changes within a budget category that are more than 10% of the award, or moving funds from one budget category to another, require submission of a ~~Project Revision~~ Change Request. Approval must be obtained from the Division before the changes are implemented in the project. Approval will be granted for changes that are consistent with the intent of the approved application or prior ~~Project Revisions~~ Change Requests. ~~The Project Revision Form is available on the Division's website at info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms and can be submitted in writing or by email.~~ Changes to the project must be requested using the Change Request in the DOS Grants System at dosgrants.com.

9. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by filing a ~~Project Revision Form~~ Change Request with the Division. The Change Request must be submitted on the DOS Grants System at dosgrants.com. Changes that are agreed upon shall be valid only when amended in writing, signed by each of the parties and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, the grant award is subject to partial or complete refund to the State of Florida and this agreement is subject to termination. ~~The Project Revision form is available on the Division's website at info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms.~~

10. **Financial Consequences**. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

    a) The full amount of the first payment (fixed-price advance in the amount of 25% of the grant award) will be returned to the State of Florida if Deliverable 1 is not satisfactorily completed.

    b) Second payment will be withheld if Deliverables are not satisfactorily completed.

    c) Third payment will be withheld if Deliverables are not satisfactorily completed.

    d) Fourth payment will be withheld if Deliverables are not satisfactorily completed.

    e) Fifth payment will be withheld if Deliverables are not satisfactorily completed.

11. **Grant Reporting Requirements.** The Grantee must submit the Annual Statistical Report by December 1, 20xx. The Grantee must submit a Mid-Year Report on or by April 1, 20xx. At the completion of the project, the Grantee must submit an ~~Annual~~ Final Report on or by December 1, 20xx. ~~The report forms are available on the Division's website at info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms.~~ The reports must be submitted on the DOS Grants System at dosgrants.com.

12. **Matching Funds.** The Grantee must provide from local sources matching cash funds equal to 10 percent (10%) of the grant award.

13. **Grant Completion Deadline.** The grant completion deadline is **September 30, 20xx**. The Grant Completion Deadline is the date by which all grant and matching funds have been expended in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget.

14. **Credit Line(s) to Acknowledge Grant Funding**. The Division requires public acknowledgement of Library Cooperative Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a Library Cooperative Grant project must include an acknowledgment that Library Cooperative Grant funds were used to create them.

    Use the following text:

    "This project has been funded under the provisions of the Library Cooperative Grant program, which is administered by the Florida Department of State's Division of Library and Information Services."

15. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated.

Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (incorporated by reference), which are available online at myfloridacfo.com/aadir/reference_guide. Grant funds may not be used for construction, food or other expenditures not allowable under *Florida Statutes*.

Grant funds may not be used on activities that are not resource sharing or bibliographic record enhancement or that are not in alignment with the Library Cooperative Grant Program priorities or approved application and project revisions.

16. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes.*

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the ~~recipient~~ Grantee is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the ~~recipient~~ Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures.*

18. **Repayment**. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: [name], Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, ~~Recipient~~ Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment C for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $500,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), *Florida Statutes* within nine months of the close of its fiscal year.

20. **Retention of Accounting Records**. Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five (5) fiscal years after the litigation, audit or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

24. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

    a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;

    b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;

    c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;

    d) The name of the account(s) must include the grant award number;

    e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

25. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

26. Lobbying. The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

29. Liability. The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

b) 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 Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) 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 in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department 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.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 23, Noncompliance.

31. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

33. Termination of Agreement. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

34. Preservation of Remedies. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation 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.

35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, whose shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

36. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

    a) **Procurement of Goods and Services Not Exceeding $35,000.** The Grantee must use the applicable procurement method described below:

        1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.

        2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

    b) **Procurement of Goods and Services Exceeding $35,000.** Goods and services costing over $35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

37. **Conflicts of Interest.** 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.

38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

39. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality

Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501 through 553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (incorporated by reference).

42. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

    a) This Agreement
    b) Project Description (Attachment A)
    c) Estimated Project Budget (Attachment B)
    d) Florida Single Audit Act Requirements (Attachment C)

In acknowledgment of Project Number [project number], provided for from funds appropriated in the FY 20xx-xx General Appropriation Act in the amount of $[award], the Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Date of Agreement: _____

Grantee:	Department of State:
By: _____ Authorized Official for the Grantee	By: _____
_____ Typed name and title	_____ Typed name and title
_____ Witness	_____ Witness

_____
Date

ATTACHMENT A

Project Description
(The project description below was extracted from the original application submitted in June 2017.)

[project description]

ATTACHMENT B

Estimated Project Budget

[budget]

ATTACHMENT C

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

[Most current DFS memo, Florida Single Audit Act Requirements and Exhibit]