PROJECT NUMBER [project number]

LIBRARY SERVICES AND TECHNOLOGY ACT GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
[governing body] for and on behalf of [subgrantee]

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 [subgrantee] hereinafter referred to as the "Subgrantee."

The Subgrantee has met all eligibility requirements and has been awarded a Library Services and Technology Act Grant (CFDA 45.310) by the Division: project number [project number] for the project "[project name]" in the amount of $[award]. 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. State of Florida authority for this grant has been appropriated in the FY 2026-27 General Appropriations Act on line 3320. The Division, as administrator of federal funds in accordance with Section 257.12, *Florida Statutes,* has the authority to administer this grant. 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 "project name," the public purpose for which these funds were awarded:

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

   [insert Scope of Work].

   All tasks associated with this project shall be performed by September 30, 2027.

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

   [insert payment method, deliverables and performance measures]

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

2. **Length of Agreement.** This Agreement shall begin on the date of agreement execution and shall end on September 30, 2027, unless terminated in accordance with the provisions of Section 42 of this Agreement.

3. **Expenditure of Grant and Matching Funds.** The Subgrantee shall only obligate or expend grant or matching funds during the length of the agreement. No costs incurred after the ending date of the Agreement or other termination of the Agreement shall be allowed.

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 regarding 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:

   Georgia Mitchell, LSTA Coordinator
   Florida Department of State
   R.A. Gray Building
   Mail Station #9D
   500 South Bronough Street
   Tallahassee, Florida 32399-0250
   Phone: 850.245.6625
   Facsimile: 850.245.6643
   Email: Georgia.Mitchell@dos.fl.gov

   For the Subgrantee:

   [Name], [title]
   [Organization]
   [address]
   [city], Florida [zip]
   Phone:
   Facsimile:
   Email:

5. **Grant Payments.** All grant payments are requested by submitting a Payment Request. Payment Requests and supporting documentation must be submitted on the DOS Grants System at dosgrants.com. The total grant award shall not exceed $[award] which shall be paid by the Division in consideration for the Subgrantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

   a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this Agreement.

   b. All payments will be made in accordance with the completion of those Deliverables.

6. **Electronic Payments**. The Subgrantee can choose to use electronic funds transfer (EFT) to receive grant payments. All Subgrantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E rev 3/2022), 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 https://www.myfloridacfo.com/division/aa/vendors. 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 Subgrantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**

8. **Changes to Project.** Should the Subgrantee wish to make changes to the outcomes, Scope of Work, equipment to be purchased, key personnel, expenditures or deliverables, the Subgrantee must request permission to revise the project. This is done by submitting a Change Request. Changes within a budget category that are more than ten percent (10%) of the award or that move funds from one budget category to another require submission of a 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 Change Requests. 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 Change Request with the Division. The Change Request must be submitted using 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.

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. Payments will be withheld if the Deliverables identified in Section 1 of this Agreement are not satisfactorily completed.

11. **Grant Reporting Requirements.** The Subgrantee must submit a Mid-Year Report on or by May 15, 2027. The Mid-Year Report must be submitted using the DOS Grants System at dosgrants.com. At the completion of the project, the Subgrantee must submit a Final Report on or by November 1, 2027. The Final Report must be submitted using the DOS Grants System at dosgrants.com.

12. **Matching Funds.** If a project is awarded less than $10,000 ($0-$9,999) in grant funds or is a statewide project administered by a local organization as part of a Division statewide program, no matching funds are required. All other projects must provide local matching funds that equal a minimum of one-third (1/3) of the amount of federal grant funds awarded. Upon request, the Division will waive the financial matching requirements on grants for libraries located in counties or communities with rural status in compliance with Sections 288.0656 and 288.06561, *Florida Statutes*.

    In addition, the following are not allowed as matching expenditures:
    - Other federal grant funds.
    - Volunteer time.

13. **Grant Completion Deadline.** The Grant Completion Deadline is **September 30, 2027**. 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 as detailed in the Estimated Project Budget.

14. **Acknowledgement of Grant Funding**. Both the Institute of Museum and Library Services (IMLS) and the Division require public acknowledgement of Library Services and Technology Act (LSTA) grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of an LSTA project must include an acknowledgment that LSTA funds were used to create them.

    Use the following text:

    "This project was funded under the provisions of the Library Services and Technology Act from the Institute of Museum and Library Services. Florida's LSTA program is administered by the Department of State's Division of Library and Information Services."

    Additionally, when the subgrantee issues statements, press releases, requests for proposals, bid solicitations and other documents describing the programs funded in whole or in part with federal money, all of the following must be clearly stated:

    1. Percentage and dollar amount of the total costs of the program or project which will be financed with federal government money.
    2. Percentage and dollar amount of the total costs of the project or program financed with state government money.
    3. Percentage and dollar amount of the total costs of the project or program financed with local government money.
    4. Percentage and dollar amount of the total costs of the program or project financed with other non-governmental money.

15. **Project Expenditures.** The Subgrantee agrees to expend all project (grant and matching) funds received under this agreement solely for the purposes for which they were authorized

and appropriated. Grant and matching expenditures shall be in compliance with the state and federal guidelines for allowable project costs. State guidelines for allowable costs are outlined in the Department of Financial Services' *Reference Guide for State Expenditures* (as of October 2022), incorporated by reference, which are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2. Federal guidelines for allowable costs can be found at https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part200-subpartE.pdf in 2 *CFR* Part 200, *Subpart E – Cost Principles* (as of January 2023), incorporated by reference.

In addition, the following are not allowed as grant or matching expenditures:

1. Construction. Funds may not be used to build, remodel or expand library facilities. However, they may be used to retrofit a building to accommodate technologies (e.g., wiring).
2. Audits. If the Subgrantee's governing entity has received less than $1,000,000 in federal funds, LSTA funds may not be used to cover audit costs.
3. Food. Although food may be served at a program being paid for with grant or local match funds, the food may not be purchased with grant or matching funds.
4. Motor vehicles. Grant or local match funds may not be used for the purchase or continuous lease of motor vehicles.
5. Prohibition of expenditures to library associations, see Section 38 below.

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

17. Equipment Purchased With Grant or Local Match Funding. Before the Subgrantee can purchase any equipment with a purchase price of more than $10,000 (per item), the Division must request approval from the Institute of Museum and Library Services. The Subgrantee will be notified once the approval has been obtained.

18. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Subgrantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Subgrantee. In addition, funds paid in excess of the amount to which the Subgrantee is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the Subgrantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state and federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of funds. For state funds, guidelines for allowable costs are outlined in the Department of Financial Services' *Reference Guide for State Expenditures* (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2 incorporated by reference. For federal funds, guidelines for allowable costs can be found in 2 *CFR* Part 200 *Subpart E – Cost Principles*.

19. **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: Georgia Mitchell, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, Florida 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Subgrantee 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.

20. **Single Audit Act.** Each Subgrantee, other than a Subgrantee that is a state agency, shall submit to an audit pursuant to the federal Single Audit Act, 2 *Code of Federal Regulations* Part 200, *Subpart F – Audit Requirements* (https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part200-subpartF.pdf (as of January 2024)), incorporated by reference. See Attachment B for additional information regarding this requirement. If a Subgrantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $1,000,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes,* within nine months of the close of its fiscal year. The audit must be submitted using the DOS Grants System at dosgrants.com.

21. **Retention of Grant Records**. Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained through June 30, 2034. If any litigation or audit is initiated or claim made, the records shall be retained until June 30, 2034, or five fiscal years after the litigation, audit or claim has been completed and all issues arising from it have been resolved, whichever is later.

22. **Obligation to Provide State Access to Grant Records.** The Subgrantee 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.

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

24. **Noncompliance.** Any Subgrantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) 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 DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, 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 DOS grant may be released.

25. **Accounting Requirements.** The Subgrantee must maintain an accounting system that provides a complete record of the use of all project (grant and matching) 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 project 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 Subgrantee'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 Subgrantee'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 Subgrantee's accounting records must have effective control over and accountability for all funds, property and other assets.

    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).

26. **Availability of Grant Funds.** The State of Florida's performance and obligation to pay grant funds under any Agreement are contingent upon an annual appropriation by the Florida Legislature and upon an annual appropriation of the U.S. Congress. In the event that the state or federal 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 Subgrantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Subgrantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. **Excluded or Disqualified.** The Subgrantee certifies that to the best of the Subgrantee's knowledge and belief the Subgrantee and its principals:

    a) Are not presently excluded or disqualified (debarment, suspension and other responsibility matters).

b) Have not been convicted within the preceding three years of any of the offenses listed in 2 *CFR* 180.800(a) (https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part180-subpartH.pdf (as of January 2023)) incorporated by reference, or had a civil judgment rendered against them for one of those offenses within that time period.

c) 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 2 *CFR* 180.800(a) (https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part180-subpartH.pdf (as of January 2023)), incorporated by reference.

d) Have not had one or more public transactions (federal, state or local) terminated within the preceding three years for cause or default.

e) Will comply with 2 *CFR* 180.300 *Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons)* (https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part180-subpartC.pdf (as of January 2023)), incorporated by reference, 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.

28. Drug-Free Workplace. The Subgrantee will provide or continue to provide a drug-free workplace by complying with the requirements in 2 *CFR* 3186 *Requirements for Drug-Free Workplace (Financial Assistance)* (https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part3186.pdf (as of January 2023)), incorporated by reference.

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 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.

29. Lobbying. The Subgrantee will not use any project (grant or matching) funds for lobbying the state legislature, the state judicial branch or any state agency. The Subgrantee will not use any project funds for lobbying an officer or employee of any federal agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following federal actions:

a) The awarding of any federal contract.
b) The making of any federal grant.
c) The making of any federal loan.
d) The entering into of any cooperative agreement.
e) The extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

30. **Delinquent in Repayment of Federal Debt.** The Subgrantee certifies that, to the best of the Subgrantee's knowledge and belief, the Subgrantee is not delinquent in the repayment of any federal debt.

31. **Nondiscrimination.** As required by the *Civil Rights Act of 1964*, (eeoc.gov/laws/statutes/titlevii.cfm (as of January 2024)) incorporated by reference, the *Rehabilitation Act of 1973* https://www.govinfo.gov/content/pkg/USCODE-2022-title29/pdf/USCODE-2022-title29-chap16-other-sec701.pdf (as of January 2023)), incorporated by reference, the *Education Amendments of 1972* (https://www.govinfo.gov/content/pkg/USCODE-2022-title20/pdf/USCODE-2022-title20-chap38-sec1681.pdf (as of January 2023)), incorporated by reference, and the *Age Discrimination in Employment Act of 1975*, as implemented by 45 *CFR* Part 1180.44 (https://www.govinfo.gov/content/pkg/USCODE-2021-title42/pdf/USCODE-2021-title42-chap76-sec6101.pdf (as of January 2023)), incorporated by reference, the Subgrantee certifies that the Subgrantee will comply with the following nondiscrimination statutes and their implementing regulations:

    a) *Title VI of the Civil Rights Act of 1964*, as amended (42 *USC* § 2000d et seq.) (https://www.govinfo.gov/content/pkg/USCODE-2021-title42/pdf/USCODE-2021-title42-chap21-subchapV-sec2000d.pdf (as of June 2021)) incorporated by reference, 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;

    b) *Section 504 of the Rehabilitation Act of 1973*, as amended (29 *USC* § 701 et seq.) https://www.govinfo.gov/content/pkg/USCODE-2022-title29/pdf/USCODE-2022-title29-chap16-other-sec701.pdf (as of January 2023)), incorporated by reference, which prohibits discrimination on the basis of disability in federally-assisted programs;

    c) *Title IX of the Education Amendments of 1972*, as amended (20 *USC* §§ 1681-83, 1685-86), (https://www.govinfo.gov/content/pkg/USCODE-2022-title20/pdf/USCODE-2022-title20-chap38-sec1681.pdf (as of January 2023)) incorporated by reference, which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and

    d) *The Age Discrimination in Employment Act of 1975*, as amended (42 *USC* § 6101 et seq.), (https://www.govinfo.gov/content/pkg/USCODE-2021-title42/pdf/USCODE-2021-title42-chap76-sec6101.pdf (as of January 2023)) incorporated by reference, which prohibits discrimination on the basis of age in federally-assisted programs.

    The Subgrantee shall insert a list of similar provisions in all subcontracts for services required by this agreement.

32. **Trafficking in Persons.** The Subgrantee certifies that to the best of the Subgrantee's knowledge and belief the Subgrantee is not engaging in, or using labor recruiters, brokers or

other agents who engage in trafficking in persons, the procurement of a commercial sex act, the use of forced labor, or acts that directly support or advance trafficking in persons. Noncompliance with the above can result in termination of this grant agreement per 22 *USC* § 7104(g), incorporated by reference https://www.govinfo.gov/content/pkg/USCODE-2022-title22/pdf/USCODE-2022-title22-chap78-sec7104.pdf (as of January 2023).

33. **Copyright and License.** 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, non-exclusive 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.

    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.

34. **Independent Contractor Status of Subgrantee.** The Subgrantee, 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 Subgrantee 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.

35. **Subgrantee's Subcontractors.** The Subgrantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Subgrantee 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 Subgrantee's subcontract(s), and the Subgrantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Subgrantee 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.

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

a) The Subgrantee 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 Subgrantee, its agents, servants, employees and subcontractors. The Subgrantee 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 Subgrantee 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 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 in writing by the Department prior to its execution and provided that it is understood by the Subgrantee that the Department 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.

37. Strict Compliance with Laws. The Subgrantee 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 24, Noncompliance.

38. Prohibition of Expenditures to a Library Association. Expenditure of project funds (grant funds and local match funds) must not be used for an activity related to a library association. This prohibition does not apply to expenditure of project funds related to a library cooperative that receives state moneys under Sections 257.40-257.42, *Florida Statutes*. The Subgrantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Subgrantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

39. Training. The Subgrantee shall not use any project (grant or matching) funds for training in violation of federal or state laws.

40. Total Compensation Paid to Non-Profit Personnel. Per Section 216.1366, *Florida Statutes*, all non-profit organizations as defined in Section 215.97(2)(m), *Florida Statutes*, shall complete and return to the Division within 30 days of the execution of this grant agreement the "Total Compensation Paid to Non-Profit Personnel Using State Funds" report, incorporated by reference, which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

a) Allocated to be used during the full term of the agreement for remuneration to any member of the board of directors or an officer of the contractor.

b) Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Non-Profit organization grantees shall complete a *Total Compensation Paid to Non-Profit* report for each required filer for the invoice period covered by the Payment Request.

The grantee shall post their reports on their website, and the public agency shall make the reports available to the public on the internet.

Per Section 216.1366(3)(b)3, *Florida Statutes*, "state funds" are defined as funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program.

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

42. **Termination of Agreement.** The Division will terminate or end this Agreement if the Subgrantee fails to fulfill its obligations herein. In such event, the Division will provide the Subgrantee a notice of its violation by letter and shall give the Subgrantee 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 shall terminate this Agreement. The notice of violation letter shall be delivered to the Subgrantee'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 Subgrantee shall 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.

43. **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.

44. **Non-Assignment of Agreement.** The Subgrantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which 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 Subgrantee's obligations, the Subgrantee 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.

45. **Required Procurement Procedures for Obtaining Goods and Services.** The Subgrantee 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 Subgrantee 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 Subgrantee'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 must follow all formal procurement processes as outlined in Section 287.057, *Florida Statutes*.

46. **Conflicts of Interest.** 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.

47. **Binding of Successors.** 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 of Library and Information Services.

48. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Subgrantee is considered a violation of Section 274A (a) of the *Immigration and Nationality Act* (https://www.govinfo.gov/content/pkg/USCODE-2022-title8/pdf/USCODE-2022-title8-chap12-subchapII-partVIII-sec1324.pdf) (as of January 2023), incorporated by reference. If the Subgrantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

49. **Whistleblower Protections.** An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body

described in 41 U.S.C. 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304,10 U.S.C. 4310 and *Florida Statute* Section 112.3187.

50. **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.

51. **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* (ada.gov (as of January 2024)), incorporated by reference.

52. **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.

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

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

In acknowledgment of Project Number [project number], provided for from funds appropriated in the FY 2026-27 General Appropriation Act in the amount of $[award], the Subgrantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Subgrantee:	**Department of State:**
By: _____ Authorized Official for the Subgrantee	By: _____
_____ Typed name and title	Amy L. Johnson, Director
_____ Date	_____ Date
_____ Witness	_____ Witness
_____ Date_____	_____ Date

ATTACHMENT A

Estimated Project Budget

[Insert estimated project budget]

Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of State to the grantee may be subject to audits and/or monitoring by the Department of State, as described in this attachment to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the grantee is appropriate, the grantee agrees to comply with any additional instructions provided by Department of State staff to the grantee regarding such audit. The grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

Note: This part is applicable if the grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the grantee 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 in 2 CFR §§200.502-503. An audit of the grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the grantee expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from grantee resources obtained from other than federal entities).

Part II: State Funded

Note: This part is applicable if the grantee is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such grantee (for fiscal years ending June 30, 2017, and thereafter), the grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of State by this agreement. 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.

2. For the audit requirements addressed in Part II, paragraph 1, the grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., 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).

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the grantee directly to the following:

   a. The Department to State via the DOS Grants System at https://dosgrants.com.

   b. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Parts I and II of this form shall be submitted by or on behalf of the grantee directly to each of the following:

   a. The Department of State via the DOS Grants System at https://dosgrants.com.

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

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the grantee in correspondence accompanying the reporting package.

Part IV: Record Retention

The grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of years specified below from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request.

a. Federally funded – through at least June 30, 2034.

b. State funded – through at least five years after the close-out of the grant and release of the audit.

The grantee shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Florida Department of State, Library Services and Technology Act Grant

CFDA Number 45.310

Award amount: $[Insert grant award]

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Code of Federal Regulations, Title 2 Grants and Agreements, Revised April 9, 2026
(2 *CFR* 2)

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Not applicable.

Matching Resources for Federal Programs:

If a project requests less than $10,000 ($0-$9,999) in grant funds, no matching funds are required. All other projects must provide local matching funds that equal a minimum of one-third (1/3) of the amount of federal funds requested or awarded. A library in a county or community with rural status may request a waiver of the match requirements at the time of the grant application in compliance with Section 288.06561, *Florida Statutes*. Statewide projects coordinated by the Division may have the matching requirement waived.

Matching funds may be in-kind or cash contributions. Expenditure of funds by partners on project-related activities may be used as match. The expenditures must be documented and reported. Matching funds may not be used on more than one project. Matching funds must be related specifically to the project. Matching fund expenditures may only be made during the project period. Funds expended before or after the project period may not be used as match.

The following may not be used as match for grants: other federal grant funds, volunteer time.

Subject to Section 215.97, *FLORIDA STATUTES*:

Not applicable.

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

Not applicable.