

**Charlotte County Board Of County Commissioners
Agenda Item Summary**

Item Number: H- 1

1 DEPARTMENT MAKING REQUEST

Community Services

2 MEETING DATE

5/27/2014 9:00:00 AM

3 REQUESTED MOTION/ACTION

Approve amendment to FY14 State Aid to Libraries grant agreement. The amendment is amending the original grant agreement with the County which was signed by the Board on 9/10/13.

4 AGENDA

Regular

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - No

Budget Action

No action needed. The grant amount for State Aid to Libraries Grant in FY14 is \$91,728. Funding for this expenditure comes from FL Dept. of State, State Aid to Libraries Grant. No match is required as the amount awarded is based on local funds expended on Libraries in the prior year.

Financial Impact Summary Statement

Funding for this expenditure comes from FL Dept.of State, State Aid to Libraries Grant. State funding is distributed among all Libraries that participate in the State Aid system.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

To receive the State Aid to Libraries grant funding.

Charlotte County Library System will receive \$91,728 in State Aid for books and materials.

ATTACHMENTS:

Name:	Description:	Type:
<input type="checkbox"/> 14-ST-05 Charlotte County Amendment.pdf	Amendment	Backup Material
<input type="checkbox"/> 14-ST-05 Charlotte Co Executed Agreement.pdf	Agreement	Backup Material

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

AMENDMENT NUMBER 1 TO THE GRANT AGREEMENT

AMENDMENT TO THE GRANT AGREEMENT BETWEEN the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the

GRANTEE: Charlotte County Board of County Commissioners for and on behalf of
Charlotte County Library System

the PROJECT: State Aid to Libraries Grant

The parties entered into a grant agreement dated 3/6/2014, for implementation of a State Aid to Libraries Grant. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed as follows:

1. All sections of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.
2. The grant agreement is hereby revised as follows:
 - I. The GRANTEE agrees to:
 - a. Provide the following as grant deliverables:

Have at least one library, branch library or member library open 40 hours or more each week.
 - II. The DIVISION agrees to:
 - c. To distribute grant funds in one payment. The payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the amendment.

3. This amendment shall be effective upon execution.

This amendment is executed and entered into _____.

WITNESSETH:

THE GRANTEE

THE DIVISION

Signature of Authorized Official

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

Typed Name and Title of Authorized Official

Witness

Witness

Witness

Witness

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

The Applicant (GRANTEE) Charlotte County Board of County Commissioners Governing body for Charlotte County Library System hereby makes application and certifies eligibility for receipt of grants authorized under Section 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

The Division, as administrator of state funds provided under Section 257, *Florida Statutes*, has approved an application for State Aid to Libraries Grant funds submitted by the GRANTEE. By reference, the application is hereby made a part of this agreement.

Grant Purpose. This grant shall be based upon the following scope of work during Fiscal Year 2013-2014:

The single library administrative unit, as an eligible political subdivision under 257.17 *Florida Statutes*, is responsible for managing or coordinating free library service to the residents of its legal service area. The library shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning library materials available for circulation free of charge, and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library operated by the library's governing body open 40 hours or more each week.

The parties agree as follows:

- I. The GRANTEE agrees to:
 - a. Provide the following as grant deliverables:
 1. For payment number one:
 - i. The amount of local funds expended during the second preceding local fiscal year for the operation and maintenance of the library and certification that the expenditures were for the operation and maintenance of the library.
 2. For payment number two:
 - i. A copy of the annual audit that was done in accordance with the requirements of Section 215.97, *Florida Statutes*, Chapter 10.550, *Rules of the Auditor General*, and generally accepted accounting principles.
 - b. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.
 - c. Expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated.

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- d. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
- e. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
- f. 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.
- g. 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, project funds.
- h. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.
- i. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.
- j. Hereby certify 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.
- k. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.
- l. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such GRANTEE, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the GRANTEE shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part k, paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as

defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

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

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

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

1. The Department of State at the following addresses:

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

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

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

- m. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees:

- a. To provide a grant in accordance with the terms of this agreement in consideration of the GRANTEE's performance hereinunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- b. To notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

- c. To distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.
- d. That any balance of unobligated cash that has been paid to the grantee may be retained for direct program costs in a subsequent period.

III. The GRANTEE and the DIVISION mutually agree that:


- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by GRANTEE shall be determined by the DIVISION, based on the terms and conditions imposed on the GRANTEE in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to notification of termination, if equitable.

- f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. GRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant the it awards.
- g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved by the DIVISION, such approval not to be unreasonably withheld, and provided that it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- k. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- l. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.

- m. The GRANTEE shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- n. This agreement shall bind the successors, assigns, and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- o. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in accordance with Section 257.21, *Florida Statutes*.
- p. If the GRANTEE 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 GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the Division to place the GRANTEE in noncompliance status with the Department of State.
- q. The Division shall apply the following financial consequences for failure to perform the duties / tasks required in the scope of work. Should the library fail to provide free library service to the public or be open fewer than 40 hours per week, it will no longer be eligible to receive State Aid Libraries grant funding, and its funding will be reduced to \$0.
- r. 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, for the GRANTEE, to its single library administrative unit. 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.

IV. The term of this agreement will commence on the date of execution of the Grant Agreement.

THE APPLICANT/GRANTEE


Chair of Governing Body or
Chief Executive Officer
Christopher C. Constance

Typed Name

September 10, 2013
Date

APPROVED AS TO FORM:

Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR 13-2516

Gaugh Boy
Clerk or Chief Financial Officer

Gordon Burger, Budget Director
Typed Name and Title of Official

9-30-13
Date

THE DIVISION

Judith A. Ring

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

Typed Name

3-6-2014
Date

Deborah Schneider
Division Witness

Miss Hook
Division Witness