

**PUBLIC LIBRARY CONSTRUCTION GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
for and on behalf of  
EAST LAKE COMMUNITY LIBRARY**

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 Pinellas County Board of County Commissioners for and on behalf of the East Lake Community Library hereinafter referred to as the "Grantee."

The Grantee has submitted a grant application and has met all eligibility requirements and has been awarded a Library Construction Grant (CSFA 45.020) by the Division: grant number 17-PLC-06 for the project "East Lake Community Library," in the amount of \$1,000,000. Funds for this grant have been appropriated in the FY2016-17 General Appropriations Act on line 3097A. The Division has the authority to administer this grant in accordance with Section 257.191, *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 "East Lake Community Library," the public purpose for which these funds were appropriated.

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

Develop a master plan of the entire East Lake Community Library. Expand the existing East Lake Community Library by adding 2,500 square feet to the facility. All tasks associated with the project, as outlined in the Phase I description, will be performed by June 1, 2019. All work will be completed under the supervision of a licensed architect or licensed contractor.

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

Payment 1:

- The first payment will be a fixed price in the amount of 25 percent (25%) of the grant award (\$250,000). The Grantee will have completed development of the Master Plan prior to payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Master Plan that includes the project.

Payment 2:

- The second payment will be a fixed price in the amount of 25 percent (25%) of the grant award (\$250,000). The Grantee will have completed at least 30 percent (30%) of the project prior to payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1), showing at least 30 percent (30%) of the project completed.

Payment 3:

- The third payment will be a fixed price in the amount of 25 percent (25%) of the grant award (\$250,000). The Grantee will have completed at least 60 percent (60%) of the project prior to payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1), showing at least 60 percent (60%) of the project completed.

Payment 4:

- The fourth payment will be a fixed price in the amount of 20 percent (20%) of the grant award (\$200,000). The Grantee will have completed 100 percent (100%) of the project prior to payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent (see Appendix 1), showing 100 percent (100%) of the project completed, including all retainage amounts paid.

Payment 5:

- The fifth payment will be a fixed price in the amount of 5 percent (5%) of the grant award (\$50,000). The Grantee will have completed all Phase I and agreement obligations prior to payment. The performance measure documenting satisfactory completion of Deliverables will be submission and acceptance of a Library Construction Closeout Report (see Section 9) that certifies that all project funds have been expended and the project has been closed out.
- c) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and titled Attachment B). All expenditures for this agreement shall be in accordance with this budget (Attachment B).
- d) **Change Orders.** Should grant expenditures exceed the budgeted category amount by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.
2. **Length of Agreement.** This Agreement shall begin on **July 1, 2016** and shall end **June 1, 2019** unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **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:**

Marian Deeney, Library Program Administrator  
Florida Department of State  
R.A. Gray Building  
Mail Station #9D  
500 South Bronough Street  
Tallahassee, FL 32399  
Phone: 850.245.6620  
Facsimile: 850.245.6643  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Emily Magyar, Budget Analyst  
Pinellas County Office of Management and Budget  
5<sup>th</sup> Floor  
14 South Fort Harrison Avenue  
Clearwater, Florida 33756  
Phone: 727.582.2521  
Facsimile: 727.464.4405  
Email: [emmagyar@pinellascounty.org](mailto:emmagyar@pinellascounty.org)

- 4. Grant Payments.** All grant payments are requested by submitting a Public Library Construction Payment Request form. The Public Library Construction Payment Request form is available on the Division's website at [info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/](http://info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/). The total grant award shall not exceed \$1,000,000 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 25 percent (25%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
  - b) The second payment will be 25 percent (25%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
  - c) The third payment will be 25 percent (25%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
  - d) The fourth payment will be 20 percent (20%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
  - e) The fifth payment will be 5 percent (5%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
- 5. 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 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](http://myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf). The form also includes tools and information that allow you to check on payments.
- 6. 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/](http://flvendor.myfloridacfo.com/). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**

7. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by filing a Grant Agreement Amendment Request form with the Division. Changes that are agreed upon shall be valid only when 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 Grant Agreement Amendment Request is available on the Division's website at [info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/](http://info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/).
8. **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) First payment will be withheld if Deliverables are 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.
9. **Grant Reporting Requirements.** The Grantee must submit a progress report every three (3) months until the project is completed with the first report due December 1, 2016. The report should include a status of the construction project and photographs of project progress. The report should also identify the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement. At the completion of the project, the Grantee must submit a Library Construction Closeout Report. The Progress Report form and the Library Construction Closeout Report form are available on the Division's website at [info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/](http://info.florida.gov/services-for-libraries/grants/construction/guidelines-application-and-forms/).
10. **Grant Completion Deadline.** The grant completion deadline is **June 1, 2019**. The Grant Completion Deadline is the date when the project is 100% complete and all grant funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Phase I Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 120 days unless the Grantee can demonstrate extenuating circumstances as described in Section 12 of this Agreement.
11. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed 120 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee and prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative

requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

**12. Credit Line(s) to Acknowledge Grant Funding.** Each construction project shall display a project identification sign in a prominent location at the project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and contain the following acknowledgment of grant assistance:

- a) "This project is sponsored in part by the Department of State, Division of Library and Information Services and the State of Florida" (Section 286.25, *Florida Statutes*).
- b) Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project identification signs are not allowable project costs.

**13. 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, which are available online at [myfloridacfo.com/aadir/reference\\_guide/](http://myfloridacfo.com/aadir/reference_guide/). In addition, the following are not allowed as grant expenditures:

- a) In-kind services.
- b) Routine maintenance costs of project signs.

**14. 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 is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient 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*.

**15. 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: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street 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 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.

**16. Operation and Use of Facility.** A facility that will be constructed, remodeled or expanded using state grant funds must be maintained as a public library for a period of 20 years. Failure to maintain the facility exclusively as a public library for the 20-year period will result in repayment of all or a portion of the grant funds. The 20-year period begins on the date of project closeout. If the facility is not maintained as a public library for the 20-year period and release from the unconditional use requirement has not been requested and approved, the repayment schedule is as follows:

- a) For each year that the facility is maintained as a public library, reduce the amount to be repaid by 5%, i.e., 1 year – 95% of the grant funds, 5 years – 75% of the grant funds, 10 years – 50% of the grant funds, etc.
- b) If the facility is not maintained as a public library for an entire year, the amount to be repaid will be prorated based on the number of months the facility was not maintained as a public library, rounded to the next whole month.

Release from the unconditional use requirement may be requested and will be granted if a situation arises that will provide a library facility to serve the same community that will result in a higher level of library service. The request shall be submitted in writing to the Director of the Division of Library and Information Services.

**17. Historic Preservation Review.** If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Sections 267.061(2)(a) and (b), *Florida Statutes*, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation (Bureau), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be released to Grantee in accordance with Section 4 of this Agreement.

**18. 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.

**19. 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 until five (5) fiscal years after the litigation, audit or claim has been resolved.

**20. 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.

- 21. 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.
- 22. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's Final Report at the end of the Grant Period.
- 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 Phase I 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 24, 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 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, 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 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.

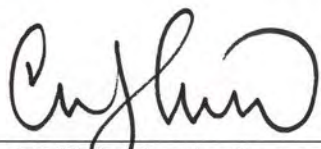
- 38. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 39. Employment of Unauthorized Aliens.** The employment of unauthorized 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 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.
- 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 Phase I Project Budget (Attachment B)
  - d) Federal and State of Florida Single Audit Act Requirements (Attachment C), including Exhibit 1
  - e) Schedule of Contract Values (Appendix 1)

In acknowledgment of Grant Number 17-PLC-06, provided for from funds appropriated in the FY2016-17 General Appropriation Act in the amount of \$1,000,000, the Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:

Department of State:

By:



By:

Authorized Official for the Grantee

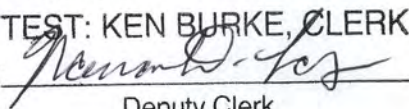
Charlie Justice, Chairman

Typed name and title

Typed name and title

ATTEST: KEN BURKE, CLERK

By:



Deputy Clerk

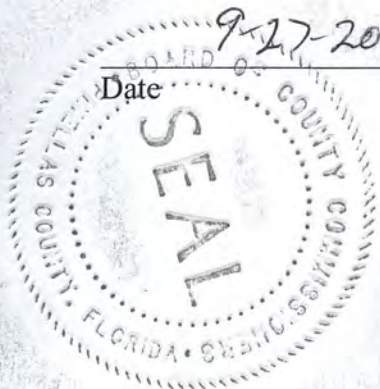
Witness

Witness

Date

9-27-2016

Date



ATTACHMENT A

**Project Description**

(The project description below was extracted from the original application submitted in August 2016)

**PHASE 1 – funded by the Budget Appropriation - \$1,000,000**

- Develop a Master Plan of the entire East Lake Community Library. Expand the existing East Lake Community Library by adding 2,500 square feet to the facility
- Design and Construction of the Phase 1 project.
  - New 2,500 square foot Addition:
    - Multi-purpose Community and Library Program Rooms
    - Support Services
    - Movable walls to facilitate large and small-group classes and meetings
    - New restrooms and lobby for the Multi-purpose Rooms
  - Renovations to the Existing Library
    - Expanded and enclosed Children’s Library relocated to the exiting Community Room
    - New Teen Library created in part of the former Children’s Library
    - Expanded and reconfigured Adult Library incorporating part of the former Children’s Library and improved via repositioning of existing shelving and furnishings
    - New accessible Family/Companion rest room created by converting an existing storage room
    - Minor interior reconfiguration of the Work Room to create a public transition between the public library space and the new addition

ATTACHMENT B

Estimated Phase I Project Budget

	<u>Estimated Cost of Contract</u>	
1	Architect's Fees	\$111,990.00
2	Site Acquisition	\$-
3	Acquisition of building costs	\$-
4	New Construction	\$-
5	Expansion of existing building	\$762,913.00
6	Remodeling of existing building	\$-
7	Initial equipment	\$55,000.00
8A	Other, Civil engineering, permits	\$32,470.00
8B	Contingency	\$37,627.00
<b>9</b>	<b>Total</b>	<b>\$1,000,000.00</b>

## ATTACHMENT C

### FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### AUDIT REQUIREMENTS

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 Addendum to the Grant Agreement.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, 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 OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State." In the event the Department of State determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department of State staff to the Recipient regarding such audit. The Recipient 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

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient



expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

## **PART II: STATE FUNDED**

This part is applicable if the Recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient 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. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient 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. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient 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 Recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
[www.fldfs.com/](http://www.fldfs.com/)

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)  
[www.leg.state.fl.us/](http://www.leg.state.fl.us/)

### **PART III: REPORT SUBMISSION**

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

- A. The Department of State at each of the following addresses:

Department of State  
Office of Inspector General  
R.A. Gray Building, Room 114A  
500 S. Bronough St.  
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State  
Office of Inspector General  
R.A. Gray Building, Room 114A  
500 S. Bronough St.  
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Department of State  
Office of Inspector General  
R.A. Gray Building, Room 114A  
500 S. Bronough St.  
Tallahassee, FL 32399-0250

B. 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

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

## EXHIBIT 1

### FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

\$0

### COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

### State resources awarded to the recipient pursuant to this agreement consist of the following:

\$1,000,000

### Matching resources for federal programs:

Not Applicable.

### Subject to section 215.97, *Florida Statutes*:

Florida Department of State Public Library Construction Program, CSFA Number 45.020

### Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

**APPENDIX 1**

**Schedule of Contract Values**

(This form must be completed by the Contractor for the Project.)

PROJECT NAME:  
PROJECT #:  
CONTRACTOR:

APPLICATION NO:  
APPLICATION DATE:  
PERIOD TO:  
PERCENT COMPLETE  
TO DATE:

A	B	C	D		E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	<i>(Fill in &amp; break down contract values)</i>									
	<i>(Add any change order(s) descriptions)</i>									
	<b>GRAND TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Contract Manager:** Minimum performance requirements successfully completed and approved by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_