

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

Blue Sheet No. 20041432

1. REQUESTED MOTION:

ACTION REQUESTED:

Execute Florida Library Services and Technology Act grant agreement for "PRIME TIME FAMILY READING TIME® in the amount of \$4,324; approve budget amendment resolution in the same amount. The grant will expire on September 30, 2005.

WHY ACTION IS NECESSARY:

Commission approval required to execute grant agreement; budget amendments must be adopted by resolution

WHAT ACTION ACCOMPLISHES:

Executes the grant agreement, accepts \$4,324 as unanticipated revenue and designates grant expenditures.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #:

CLF

3. MEETING DATE:

11-16-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-3-17
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT
- C. DIVISION Cynthia N Cobb
- BY: _____

7. BACKGROUND:

The State Library and Archives of Florida in partnership with the Florida Humanities Council has been awarded a PRIME TIME FAMILY READING TIME® grant. PRIME TIME FAMILY READING TIME® is a six-week reading, storytelling and discussion program held at public libraries. A university scholar and storyteller conduct weekly book discussion and storytelling sessions based on award-winning children's books.

Funds will be available in grant account 11077414812.331710.9002
There is no match requirement.

- Attachments: (1) Grant Application
(2) Notification of Grant Award
(3) Grant Agreement (2 copies)
(4) Budget Amendment Resolution

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resource s	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>Cynthia N. Cobb 11/22/04</i>	<i>[Signature]</i>			<i>[Signature]</i> 11/22/04	<i>[Signature]</i> 11/24/04	<i>[Signature]</i> 11/24/04	<i>[Signature]</i> 11/24/04	<i>[Signature]</i> 11/24/04	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 11/22/04
 Time: 1:10
 Forwarded To:
 Co. V. Sumner
 11/22/04

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 11/22/04
 3:00 pm
 COUNTY ADMIN
 FORWARDED TO:
 3:30 pm
 11/24

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 0774
- 2. Title of Grant: Prime Time Family Reading Time
- 3. Amount of Award: \$4,324
- 4. Amount of Match Required: \$0.00
- 5. Type of Match: n/a
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #45.310	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: 04-LSTA-D-05-H

8. Contract Period:	Begin Date: <u>upon execution</u>	End Date: <u>9/30/05</u>
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9. Name of Subrecipient(s) _____

10. Business Unit(s): 11077414812

11. Scope of Grant: (describe project). The State Library and Archives of Florida in partnership with the Florida Humanities Council has been awarded a PRIME TIME FAMILY READING TIME® grant. PRIME TIME FAMILY READING TIME® is a six-week reading, storytelling and discussion program held at public libraries. A university scholar and storyteller conduct weekly book discussion and storytelling sessions based on award-winning children's books.

12. Has this Grant been Funded Before? YES NO If YES When? _____

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO
If YES What is the Lee County Budget Impact:

1st Year	2 nd Year	3 rd Year
4 th Year	5 th Year	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

ADMINISTERING DEPARTMENT INFORMATION

- 1. Department: Library
- 2. Contacts:

Program Mgr. Barbara Coons	Phone #: 239-461-5885
Fiscal Mgr. Lisa Kiesel	Phone #: 239-461-2913

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: Florida Dept of State
- 2. Program Title/Division: Division of Library and Information Services
- 3. Agency Contact: Marian Deeney
- 4. Phone Number: 850-245-6600
- 5. Mailing Address: RA Gray Blvd
Tallahassee, Florida 32399-0250

SOURCE OF FUNDS

- 1. Original Funding
Source: Institute of Museum and Library Services
(name of agency where funding originated from)
- 2. Pass Through Agency: Florida Department of State, Division of Library and Information Services
(middleman if any? Example: federal \$\$ from US DOT --then from STATE of FL DOT ---then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).
- 3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee or Subrecipient in #3 above:

REPORTING REQUIREMENTS

- 1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain: interest refund to State

- 2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

**Florida Department of State
State Library and Archives of Florida
PRIME TIME Family Reading Time**

The State Library and Archives of Florida is pleased to announce a continuation and expansion of the PRIME TIME Family Reading Time program. Five new sites will be granted funds to be able to participate in this humanities-based, family oriented book discussion program. A fact sheet about the Florida Prime Time Family Reading Time program can be found at http://dls.dos.state.fl.us/bld/Youth_services/PrimeTime.cfm.

- The target audience for PRIME TIME is families with children ages 6-12 years of age that are non traditional library users (low socio-economic status families, families with low literacy levels, low achieving students, families where English is a second language, etc.).
- Libraries will be required to designate a library coordinator who will be responsible for program implementation and coordination. Libraries will also have to secure the services of a humanities scholar and storyteller who will act as co-discussion leaders and a community organizer who will help recruit families and partners for the program.
- A four person team from the grantee library is required to attend the PRIME TIME Family Reading Time training that will be held in November 2004 at a location to be determined. This team must consist of the library coordinator, humanities scholar/discussion leader, storyteller/co-discussion leader; and community organizer.
- Libraries will need to recruit a minimum of 20 families from the target population to participate in this 6 week family book discussion program.
- Books will be provided by the State Library and Archives and must be returned in a timely manner after the program so that other sites may participate.

Please submit completed applications by October 1, 2004

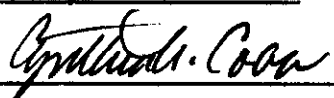
Library Lee County Library System

Project Manager Name Barb Coons

Address Literacy Program, 3095 Blount St., Fort Myers FL 33916

Phone (239) 461-5885 Email mcoons@leegov.com

Name of Library Director Cynthia Cobb Date 9/27/04

Signature of Library Director 

Project Action Plan - Describe how the library and partner organizations will implement the Prime Time Family Reading Time grant. At a minimum, the following activities must be included in your action plan:

- **Tell how you will recruit at least 20 families with children ages 6-12 years of age that are non traditional library users (low socio-economic status families, families with low literacy levels, low achieving students, families where English is a second language, etc.) to participate in this 6 week family book discussion program.**
 - Lee County has many families that fall within the guidelines for the Prime Time Family Reading Program.
 - The library would work with a local human services agency such as the Lee County Department of Human Services to target an area to be served by the program. The Department of Human Services works with other service providers in several neighborhoods through community redevelopment projects that provide a variety of programs to the areas. Library staff members regularly attend meetings of these groups.

- **Talk about the type of promotional activities that will take place to recruit partners and the target audience.**
 - Working through the Library's Community Relations Coordinator, promotional activities will include flyers, media releases, articles in neighborhood newsletters.
 - Attendance at community meetings and events will be used to publicize the program to parents in the targeted neighborhood.

- **Indicate how meals or nutritious snacks will be provided. (LSTA funds may not be used for food.)**
 - Buffet/family style meals will be served each week to the families and staff. In addition to being an incentive, this will give all participants a chance to get to know each other in an informal setting.
 - Possible meals include soup and sandwiches, pasta, barbeque, etc. Peanut butter and jelly, cheese and bread will be available each week for anyone who wants it.
 - Water, milk, fruit juices, and coffee will be provided as beverages.
 - To celebrate the successful completion of the program, the final session will include cake and ice cream.
 - Items will be purchased by coordinator or designee utilizing State Aid monies.

Library Name Lee County Library System

Prime Time Family Reading Time 2004-2005

Narrative - Page 2

- **Indicate what types of door prizes and incentives for participation and attendance will be used and how they will be obtained.**
 - **Incentives will be provided for each person (child, adult, pre-schooler) for each week. The incentives will include small items related to reading like bookmarks, pins, small games, and puzzle books.**
 - **Each week, one larger door prize will be awarded to a family. This might be a copy of one of the titles used that week or larger game that encourages reading.**
 - **At the conclusion of the program, each family that completes at least five (5) of the six (6) sessions will receive a set of six books, one from or related to each week's books, to start or add to a home library.**
 - **The incentives and prizes will be purchased with State Aid monies.**

Evaluation - Grantee agrees to submit all reports as described in the training manual (which will be distributed during the November training session) and other reports required by the Grants Office.

Budget - The following shows how LSTA funds should be allocated. Additional local funds may be added to enhance the program.

	LSTA	LOCAL DOLLARS	GRAND TOTAL
CONTRACTUAL SERVICES			
Scholar/Discussion leader (\$125 per session x 8 sessions -- 6 weeks plus training and reports)	\$ 1,000.00		\$ 1,000.00
Storyteller/Co discussion leader (\$125 per session x 8 sessions -- 6 weeks plus training and reports)	\$ 1,000.00		\$ 1,000.00
Preschool coordinators (\$25 per session including preparation x 6 weeks x 2 people)	\$ 150.00	\$ 150.00	\$ 300.00
Community organizer (\$50 per session x 6 weeks + training and preparation equal to 2 sessions)	\$ 400.00		\$ 400.00
TOTAL CONTRACTUAL SERVICES	\$ 2,550.00	\$ 150.00	\$ 2,700.00
TRAVEL - all travel expenditures must follow State travel regulations			
Travel (if coming from out of county) for storytellers and scholars (50 miles per session x 6 weeks x 2 people @ \$0.29 per mile (\$174.00 maximum allowed with LSTA funds - local dollars may supplement for additional mileage if necessary)	\$ 174.00		\$ 174.00
Transportation for families -- \$100 per session (\$600 total maximum allowed with LSTA funds - local dollars may supplement for additional mileage if necessary)	\$ 600.00		\$ 600.00
Travel for local library staff, scholars, storytellers, community coordinator for statewide training workshop (November - location to be arranged with a maximum allowed of \$1,000 with LSTA funds - local dollars may supplement for additional mileage costs if necessary)	\$ 1,000.00	100.00	\$ 1,100.00
TOTAL TRAVEL	\$ 1,774.00	\$ 100.00	\$ 1,874.00

Food			
Dinner for 6 sessions (\$500 per session x 6 sessions)		\$ 3,000.00	\$ 3,000.00
Cake and ice cream for celebration		\$ 50.00	\$ 50.00
Paper goods for meals		\$ 50.00	\$ 50.00
TOTAL FOOD		\$ 3,100.00	\$ 3,100.00
Other			
Weekly Incentives: Bookmarks, pins, small games, etc, for each participant - adults, children & preschoolers (\$50 per session x 6 sessions)		\$ 300.00	\$ 300.00
Door prizes: Larger related item for 1 family for each session (\$10 per session x 6 sessions)		\$ 60.00	\$ 60.00
Final Incentive Prizes: Sets of books (6 books per family x 25 families = 150 books x \$7.00 each)		\$ 1,050.00	\$ 1,050.00
Miscellaneous: Craft and other supplies		\$ 100.00	\$ 100.00
TOTAL OTHER		\$ 1,510.00	\$ 1,510.00
GRAND TOTAL	\$ 4,324.00	\$ 4,860.00	\$ 9,184.00

Budget Narrative for Local Match: (for local information only - does not need to be submitted)

Contractual Services

\$150 was added so two preschool coordinators can be hired.

Travel - Training

In response to an e-mail, Carol Fiore has indicated that the training will be December 7 and 8 in Clearwater. The expected times are 9:00-5:30 on Tuesday followed by a story swap and reception from 5:30 - 7. Wednesday dismissal no later than 2:00 p.m. No meals will be included in the training.

Motel

4 people x 2 nights x \$85/night (based on Runzheimer Average) 680.00

Meals

Breakfast (4 people x 2 days \$3) 24.00
Lunch (4 people x 2 days x \$6) 48.00
Dinner (4 people x 2 days x \$12) 96.00
168.00

Mileage

Estimated Mileage to Clearwater - 150
300 miles x 2 vehicles x \$0.29 174.00

TOTAL ESTIMATED TRAVEL EXPENSE \$1,022.00

I added \$100 local money to be sure expenses are covered.

Another consideration, the State only allows state rates for payment from the grant and match money. Especially for meals, this is considerable lower than the county rate allowed on Runzheimer (9.65/10.60/27.08). This difference needs to be addressed.

Food

My e-mail response from Carole asking about the length of the sessions indicated that most started with a family dinner for everyone in attendance. Thus, I have included dinner in the proposal.

Food was based on 25 families and the following assumptions per session:

45 adults @ 5.00	225.00
Average 1.5 adults per family = 37	
8 adult leaders/child care providers/volunteers	
50 children 6-12 years olds @4.00	200.00
Average 2 per family	
25 preschoolers @ 3.00	<u>75.00</u>
Average 1 per family	
Cost per session for dinner	500.00

A special celebration for the final session would include cake and ice cream. Special guests might be included.

Paper goods can be purchased in bulk and used for the entire program.

Other

Information about the incentives and prizes is included in the budget sheet and the narrative.

The miscellaneous item is to cover supplies needed by the preschool program, nametags, and anything else. Per Carole no supplies are needed for the book discussion part of the program.

o

**LIBRARY SERVICES AND TECHNOLOGY ACT
NOTIFICATION OF GRANT AWARD
Federal Fiscal Year 2004-2005**

Recipient:
Lee County Library System
2345 Union Street
Fort Myers, FL 33901
Cynthia N. Cobb, Director

Project Start Date: Upon execution of
grant agreement

Project End Date: September 30, 2005

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CFDA #</u>	<u>AWARD</u>
Prime Time Family Reading Time – Lee County Library System	04-LSTA-D-05-H	45.310	\$4,324

TERMS AND CONDITIONS:

Grant recipients are required to credit LSTA funding from the Institute of Museum and Library Services and the State Library and Archives of Florida in all publications produced and activities conducted under the project.



Judith A. Ring
State Librarian

10-5-04

Date

RESOLUTION

Amending the Budget of the PRIME TIME FAMILY READING TIME grant, Fund #14812 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2004-2005.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the PRIME TIME FAMILY READING TIME grant, Fund #14812 budget for \$4,324 of the unanticipated revenue from LSTA, Division of Library and Information Services, and an appropriation of a like amount for grant-related expenses and;

WHEREAS, the PRIME TIME FAMILY READING TIME grant, Fund #14812 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$0
Additions		
11077414812.331710.9002	PRIME TIME READING GRANT	\$4,324
Amended Total Estimated Revenues		\$4,324

APPROPRIATIONS		
Prior Total:		\$0
Additions		
11077414812.506410	Furniture & Equipment	\$4,324
Amended Total Appropriations		\$4,324

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the PRIME TIME FAMILY READING grant, Fund #14812 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2004.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

**Florida Department Of State, Division of Library And Information Services
LIBRARY SERVICES AND TECHNOLOGY ACT
GRANT AGREEMENT**

AGREEMENT executed and entered into _____

BETWEEN the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the

SUBGRANTEE: Lee County Board of County Commissioners for and on behalf of Lee County Library System

the PROJECT: Prime Time Family Reading Time

the GRANT AMOUNT: Four thousand three hundred twenty four dollars (\$4,324)

released in one equal advance payment as determined by the Division after consultation with the SUBGRANTEE.

The funds shall be expended on or before September 30, 2005.

Unless there is a change of address, any notice required by this agreement shall be delivered to the DIVISION, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State, and to Lee County Library System, 2345 Union St., Fort Myers, FL, 33901, for the SUBGRANTEE. In the event of a change of address it is the obligation of the moving party to notify the other party in writing of the change of address.

The DIVISION, as administrator of federal funds authorized under Section 257.12, *Florida Statutes*, is desirous of providing a grant. Federal funds are provided through the Library Services and Technology Act of 1996 under Florida's long range plan approved by the Institute of Museum and Library Services. The SUBGRANTEE agrees to meet all state requirements and requirements of the Library Services and Technology Act, hereinafter referred to as LSTA.

The parties agree as follows:

- I. The SUBGRANTEE agrees to:
 - a. Administer all funds granted to it by the DIVISION to carry out the project as described in the project proposal and revisions submitted to and approved by the DIVISION. The project proposal and revisions are incorporated by reference.
 - b. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
 - c. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
 - d. Retain all records for a period of 5 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 5 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 5 year period, whichever is later.
 - e. Pay out all project funds on or before the project ending date.
 - f. Use and maintain adequate fiscal authority, control, and accounting procedures that will assure proper disbursement of, and accounting for federal project funds.
 - g. Perform all acts in connection with this agreement in strict conformity with all applicable State and Federal laws and regulations.
 - h. 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 SUBGRANTEE shall insert a similar provision in all subcontracts for services by this agreement.

- i. Expend all grant funds received under this Agreement solely for the purposes of the project. These funds will not be used for lobbying the legislature, the judicial branch, or any state agency. Repay to the DIVISION any and all funds not thus expended.
- j. Have an audit of financial operations performed in accordance with the Single Audit Act of 1984 (31 U.S.C. 7501-7) and 45 CFR 1183.26.
 1. In the event the SUBGRANTEE expends \$500,000 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. The Notification of Grant Award indicates the Federal funds 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 funds 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 paragraph j.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 \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than Federal entities).

II. The DIVISION agrees to:

- a. Provide a grant in accordance with the terms of this agreement in the amount and frequency as stated above in consideration of the SUBGRANTEE's performance hereinunder, and contingent upon funding by the Institute of Museum and Library Services. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state or federal funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the SUBGRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- b. Provide professional advice and assistance to the SUBGRANTEE as needed, in implementing and evaluating the project.
- c. Review the project during the grant period to assure that adequate progress is being made toward achieving the project objectives.

III. The SUBGRANTEE 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, representations, or agreements, either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. 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.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

- e. This agreement shall be terminated by the DIVISION because of failure of the SUBGRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the SUBGRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the SUBGRANTEE shall be determined by the DIVISION based on the terms and conditions imposed on the SUBGRANTEE in this agreement and compliance with the program guidelines. The DIVISION shall provide SUBGRANTEE a written notice of default letter. SUBGRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the SUBGRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the SUBGRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the SUBGRANTEE's control. In the event of termination of this agreement, the SUBGRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination.
- f. The Division shall unilaterally cancel this agreement if the SUBGRANTEE refuses to allow public access to all documents or other materials subject to the provisions of chapter 119, *Florida Statutes*.
- g. Surplus funds must be temporarily invested and the interest earned on such investments shall be returned to the State quarterly.
- h. Bills for services or expenses shall be maintained in detail sufficient for proper preaudit and postaudit.
- i. Any travel expenses must be maintained according to the provisions of Section 112.061, *Florida Statutes*.
- j. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- k. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the SUBGRANTEE, its agents, servants or employees; nor shall the SUBGRANTEE exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the SUBGRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the SUBGRANTEE.
- l. The SUBGRANTEE, other than a SUBGRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- m. The SUBGRANTEE shall be responsible for all work performed and all expenses incurred in connection with the Project. The SUBGRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, PROVIDED THAT such subcontract has been approved by the DIVISION prior to its execution, and PROVIDED THAT it is understood by the SUBGRANTEE that the DIVISION shall not be liable to the Subcontractor for any expenses or liabilities incurred under the subcontract and that the SUBGRANTEE shall be solely liable to the Subcontractor for all expenses and liabilities incurred under the subcontract.
- n. 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.
- o. The SUBGRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, SUBGRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. SUBGRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the SUBGRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- p. The SUBGRANTEE shall not assign, sublicense or otherwise transfer its rights, duties, or obligations under this agreement without prior written consent of the Department, which consent shall not be unreasonably withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the Department approves a transfer of the SUBGRANTEE's obligations, the SUBGRANTEE remains responsible for all work performed and all expenses incurred in connection with the agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another government entity pursuant to section 20.06, *Florida*

Statutes, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.

- q. This agreement shall bind the successors, assigns and legal representatives of the SUBGRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- r. When publications, films or similar materials are developed, directly or indirectly, from a program, project, or activity supported with grant funds, any copyright resulting therefrom shall be held by the Department of State. The author may arrange for copyright of such materials only after approval from the DIVISION. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the SUBGRANTEE agrees to, and awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, and if applicable, the Federal Government, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
- s. No costs incurred before the date of this Agreement shall be eligible as project expenditures. No costs incurred after the completion date or other termination of the Agreement shall be eligible as project expenditures unless specifically authorized by the DIVISION.

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

THE SUBGRANTEE

THE DIVISION

Signature of Authorized Official

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

Typed Name and Title of Authorized Official

Witness

Witness

Witness

Witness

12/03/2003