

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Execute Florida Library Services and Technology Act grant agreement for Prime Time Family Reading Time® in the amount of \$12,713; approve budget amendment resolution in the same amount. The grant will expire on September 30, 2006.

2. WHAT ACTION ACCOMPLISHES: Commission approval required for execution of grant agreement; budget amendments must be adopted by resolution.

3. MANAGEMENT RECOMMENDATION: Approval

4. Departmental Category: 6 **CGH** **5. Meeting Date:** 12-20-2005

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated: Commissioner _____ Department _____ Division Library By: Terri Crawford Deputy Director
	Statute _____		
	Ordinance _____		
	<input checked="" type="checkbox"/> Admin. Code	AC-3-17	
	Other _____		

9. Background:

The PRIME TIME FAMILY READING TIME® grant is funded under a federal Library Service and Technology Act (LSTA) grant administered by the Florida Department of State, State Library and Archives of Florida. PRIME Time is a program of the Louisiana Endowment for the Humanities. It also receives funding from the National Endowment for the Humanities and partners with the American Library Association to implement the program outside of Louisiana. PRIME TIME FAMILY READING TIME® is a six-week reading, storytelling and discussion program held at public libraries that targets low income and new English-speaking families that are not traditional library users. 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 11082314812..334710.9000 *LRD*

There is no match requirement.

Attachments: (1) Grant application
(2) Notification of grant award
(3) Grant agreement (two copies)
(4) Budget Amendment Resolution *LRD*

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>Terri Crawford 12/17/05</i>				<i>K.H.E. 12/21/05</i>	Analyst	Risk	Grants	Mgr.	<i>12-8-05</i>
					<i>12/6/05</i>	<i>12/6/05</i>	<i>12/6/05</i>	<i>12/16/05</i>	

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	<i>12-2-05</i>
Time:	<i>10:43</i>
COUNTY ADMIN FORWARDED TO:	<i>12-2-5</i>
Time:	<i>11:00 T.D.</i>

Rec. by CoAtty	<i>12/1/05</i>
Date:	<i>12/1/05</i>
Time:	<i>4:10 PM</i>
Forwarded To:	

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 2005-2006.

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 \$12,713 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		
11082314812.334710.9000	Prime Time Family Reading Time Grant	\$12,713
Amended Total Estimated Revenues		\$12,713

APPROPRIATIONS

Prior Total:		\$0
Additions		
11082314812.503190	Other Professional Services	\$10,713
11082314812.504022	Out of County Travel	2,000
Amended Total Appropriations		\$12,713

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Prime Time Family Reading Time 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 _____, 2005.

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

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 #): 0823
- 2. Title of Grant: Prime Time Family Reading Time
- 3. Amount of Award: \$12,713
- 4. Amount of Match Required: \$0
- 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: 05-LSTA-D-03-D

8. Contract Period:	Begin Date: <u>Upon Execution</u>	End Date: <u>9/30/06</u>
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9. Name of Subrecipient(s) N/A

10. Business Unit(s): 11082314812

11. Scope of Grant: The PRIME TIME FAMILY READING TIME® grant is funded under a federal Library Service and Technology Act (LSTA) grant administered by the Florida Department of State, State Library and Archives of Florida. PRIME Time is a program of the Louisiana Endowment for the Humanities. It also receives funding from the National Endowment for the Humanities and partners with the American Library Association to implement the program outside of Louisiana. PRIME TIME FAMILY READING TIME® is a six-week reading, storytelling and discussion program held at public libraries that targets low income and new English-speaking families that are not traditional library users. 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? FY04-05

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 Manager: <u>Barbara Coons</u>	Phone #: <u>239-461-5885</u>
Fiscal Manager: <u>Karin Grant</u>	Phone #: <u>239-461-2913</u>

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: R.A. Gray Building
500 South Bronough Street
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 given to 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:
N/A

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

REPORTING REQUIREMENTS

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

Please Explain: Interest to be refunded 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)

Repay any and all funds not expended. Surplus funds must be temporarily invested and interest earned to be returned to State quarterly.

COMMENTS--INSTRUCTIONS:

**LIBRARY SERVICES AND TECHNOLOGY ACT
NOTIFICATION OF GRANT AWARD
Federal Fiscal Year 2005-2006**

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, 2006

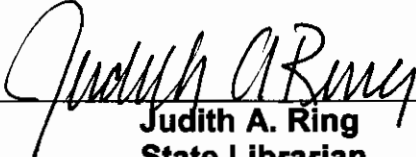
<u>PROJECT</u>	<u>PROJECT #</u>	<u>CFDA #</u>	<u>AWARD</u>
Prime Time Family Reading Time - Lee County Library System	05-LSTA-D-03-D	45.310	\$12,713

TERMS AND CONDITIONS:

Complete and submit the following:

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form
- Internet Safety Certification
- Disclosure of Lobbying Activities form (if applicable)

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

11-17-05

Date

*Florida Department of State, Division of Library and Information Services
R.A. Gray Building, Tallahassee, Florida 32399-0250, (850) 245-6629, SUNCOM 205-6629*

State Library and Archives of Florida
Library Services and Technology Act Grants
Family Literacy Book Discussion Mini-Grants
Please submit by: **October 31, 2005**

Library: Lee County Library System

Address: 2345 Union Street, Fort Myers FL 33901

Phone: (239) 461-2900

Project Manager Name: Barb Coons

Project Manager Phone: (239) 461-5885

Project Manager Email: mcoons@leegov.com

Library Implementing Program: Lakes Regional Library and
Dunbar Jupiter Hammon Public Library

Check one:

The library will be implementing Prime Time and will pay all related expenses including the franchise fee and any training related expenses.

The library will develop a Family Literacy Book Discussion program.

Attach the completed Project Action Plan and Budget sections.

Name of Library Director: Cynthia N. Cobb

Signature: _____

Date: _____

INTRODUCTION

Purpose

The purpose of the Lee County Library System's Family Literacy book discussion Program is to foster family literacy through fun, interactive book discussion programs with parents and their children who are non-traditional library users. The program activities will help parents or adults and their children gain critical thinking skills in a positive, non-threatening environment. At the same time families will learn about the importance of the public library in their day-to-day lives.

2004 – 2005 Grant Year

The Lee County Library System conducted its first PRIME Time Family Reading Time program at the new Lakes Regional Library in August and September of 2005. The program was successful, with 13 family groups participating. Some groups included children from more than one family (cousins, etc.). It was enthusiastically received by adults and children.

2005 – 2006 Grant Year

The LCLS will implement a second series of PRIME Time Family Reading Time programs at the Lakes Regional Library in 2005-06. In addition, a second series will be added at another location in a different part of the county, tentatively the Dunbar Jupiter Hammon Public Library.

PROJECT ACTION PLAN

Recruitment: Tell how you will recruit 15 or more families with school age children that are non traditional library users (families with low literacy levels, low achieving students, families where English is not their first language, and/or low socio-economic status families).

- 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 the Core groups.
- Human services providers in the targeted area would be asked for suggestions for families to participate.
- If possible, the community organizer would work for one of the providers in the area.

Partnership: Briefly describe any partnerships including those with adult education providers.

- Partnerships would be established with the human service providers in the targeted area through participation by the project coordinator and other project staff in the Core Group.

- The LCLS Literacy Program has long-established, active relationships with the major literacy programs in the area. An ongoing effort is made to establish working relationships with other smaller programs, many based in local churches. They will be asked for recommendations of families in the targeted area.

Refreshments: 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, pizza, barbeque, etc., along with salad or vegetables. Cookies and fruit will be served for dessert.
- Water, milk, fruit juices, and iced tea 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.

Incentives: Indicate what types of incentives for participation and attendance will be used and how they will be used.

- 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 a 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 at least three books from among the ones from the presented to start or add to a home library.
- The incentives and prizes will be purchased with State Aid monies.

Reaching Non-Traditional Families: Describe how the program will take into considerations ways to work with parents with low literacy skills or those who do not speak English very well.

- If there are families who do not speak English very well, a translator will be provided so that they feel included in the programs.
- The staff selected to work on the project will be experienced in working with people at multiple literacy levels if possible. If that is not possible, they will be given information on working with people who have low literacy skills or who do not speak English very well.

EVALUATION

Evaluation of the project will include

- Participant surveys described in the PRIME Time Family Reading Time training manual.
- Reports by staff members.
- Observations and anecdotal records by project staff and other observers.

The LCLS will submit all reports that are required. These include:

- The Mid-Year and Annual Reports for the State Library and Archives as provided.
- The reports described in the PRIME Time Family Reading Time training manual.
- Any other reports required by the State Library and Archives.

BUDGET NARRATIVE

EXPLANATION AND JUSTIFICATION FOR EXPENDITURES: The library system will make a financial commitment of matching funds to the project. In addition, it will expend funds which are not calculated in the match, including such items as office space and furniture, use of computers and the library's network, telephone and fax use, office supplies, printing, photocopying, local mileage for staff, use of county vehicle, and staff time from the Literacy Coordinator, the Fiscal Officer, and the Community Relations staff.

Explanation of individual expenditures for the grant and match follow, along with the calculations.

1. Salaries and Benefits

No salaries and benefits will be paid for with LSTA Grant money or used as grant match.

2. Contractual Services

People would be hired under contract for each series of this program. The two series may or may not utilize the same people for all positions. These positions will be funded with LSTA grant monies.

Scholar/Discussion Leader	
\$1000 per series, 2 series	2,000.00
Storyteller / Discussion Leader	
\$1000 per series, 2 series	2,000.00
Community Organizer	
\$700 per series, 2 series	1,400.00
Preschool Coordinator #1	
\$150 per series, 2 series	300.00

Preschool Coordinator #2	
\$150 per series, 2 series	300.00
TOTAL Contractual Services	\$ 6,000.00

3. Library Materials

Some of the books for the circulating book sets for the families participating have already been purchased. LSTA Grant and local match monies would be used to complete the sets and to replace any materials that are lost during the series.

Books Purchased with LSTA Grant Monies	938.00
Books Purchased with Matching Funds	62.00
TOTAL Library Materials	\$ 1,000.00

4. Supplies

No supplies will be purchased with LSTA Grant money or local match money.

5. Travel

Training

Three people will attend the PRIME Time Training in Nebraska in January. The extra to bring the meal reimbursement amounts up to the county's approved level will be paid with local match. The rest of the costs will be paid with LSTA grant money. The cost, broken down per person, will be as follows:

Registration for Training	
\$500 per person, 3 people	1,500.00
Transportation, motel, and meals at State rate	
\$825 per person, 3 people	2,475.00
Meal Supplement to state rate for training	
\$136 per person, 3 people	411.00
<u>Total Training Costs</u>	<u>\$ 3,975.00</u>

Transportation for Families

Gas cards will be given to families with regular attendance to encourage their participation. If needed, a taxi or other transportation will be arranged for families without access to a vehicle.

<u>Total Transportation for Families</u>	<u>\$ 800.00</u>
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TOTAL Travel	\$ 5,186.00
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6. Equipment

No equipment will be purchased with LSTA Grant money or local match money.

7. Other

Franchise Fee

The renewal franchise fee for Lakes Regional Library will be paid for with local match money. The original fee for the second site will be paid for with LSTA Grant money.

Franchise Fees

Lakes Regional Library renewal	500.00
New Site original	<u>1,000.00</u>
<u>Total Franchise Fee</u>	<u>\$ 1,500.00</u>

Food

Food and associated paper goods for the programs would be purchased with local match money.

Dinner (2 series of 6 sessions)	
300 per session x 12 + \$100	3,700.00
Cake and ice cream for final celebration	
\$75 per series x 2	150.00
Paper goods	
\$100 per series x 2	<u>200.00</u>
<u>Total Food</u>	<u>\$ 4,050.00</u>

Other

Other expenses to be paid with local match money are:

Weekly Incentives	
\$300 per series x 2	600.00
Door prizes	
\$60 per series x 2	120.00
Gift Book Sets for Families	
\$3 books per family x 20 families 2 x =	
120 books x 5.00	600.00
Newspapers for Families	
\$.25 per week x 20 families per week	
x 6 weeks x 2 series	60.00
Misc. expenses	<u>97.00</u>
<u>Total Other</u>	<u>\$ 1,477.00</u>

TOTAL Other **\$ 7,027.00**

BUDGET

(Round all amounts to the nearest dollar. Add additional lines if needed to include all information in a section.)

	LSTA	LOCAL/STATE MATCH	
SALARIES & BENEFITS (Position Title) F.T.E. (All salaries to be paid from federal or local sources)			
None	\$ -	\$ -	
TOTAL SALARIES	<u>\$ -</u>	<u>\$ -</u>	
CONTRACTUAL SERVICES (List each vendor)			
Scholar/Discussion Leader	\$ 2,000.00	\$ -	
Storyteller/Discussion Leader	\$ 2,000.00	\$ -	
Community Organizer	\$ 1,400.00	\$ -	
Preschool Coordinator #1	\$ 300.00	\$ -	
Preschool Coordinator #2	\$ 300.00	\$ -	
TOTAL CONTRACTUAL SERVICES	<u>\$ 6,000.00</u>	<u>\$ -</u>	
LIBRARY MATERIALS (Include types of materials to be purchased)			
Circulating book sets for families	\$ 938.00	\$ 62.00	
TOTAL LIBRARY MATERIALS	<u>\$ 938.00</u>	<u>\$ 62.00</u>	
SUPPLIES (Specify)			
None	\$ -	\$ -	
TOTAL SUPPLIES	<u>\$ -</u>	<u>\$ -</u>	
TRAVEL			
Staff Training	\$ 2,475.00	\$ -	
Registration for Training	\$ 1,500.00	\$ -	
Meal supplement to state rate for training	\$ -	\$ 411.00	
Transportation for families	\$ 800.00	\$ -	
TOTAL TRAVEL	<u>\$ 4,775.00</u>	<u>\$ 411.00</u>	
EQUIPMENT (Equipment and furniture with a useful life of at least one year and a unit cost of \$1,000 or more)			
None	\$ -	\$ -	
TOTAL EQUIPMENT	<u>\$ -</u>	<u>\$ -</u>	
OTHER (Specify)			
Franchise Fees	\$ 1,000.00	\$ 500.00	
Dinner for 12 nights	\$ -	\$ 3,700.00	
Cake and ice cream for celebration	\$ -	\$ 150.00	
Paper goods	\$ -	\$ 200.00	
Weekly Incentives	\$ -	\$ 600.00	
Door prizes	\$ -	\$ 120.00	
Gift book sets	\$ -	\$ 600.00	
Newspapers	\$ -	\$ 60.00	
Misc.	\$ -	\$ 97.00	
TOTAL OTHER	<u>\$ 1,000.00</u>	<u>\$ 6,027.00</u>	
TOTAL	<u>\$ 12,713.00</u>	<u>\$ 6,500.00</u>	= \$19,213.00

**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 - Lee County Library System

the GRANT AMOUNT: Twelve thousand seven hundred thirteen dollars (\$12,713)

released in four equal advance payments as determined by the Division after consultation with the SUBGRANTEE.

The funds shall be expended on or before September 30, 2006.

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 2345 Union Street, 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