

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	20010	2011
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u><10,610></u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u><10,610></u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget? Yes_ No_ **X**
 Budget Account No.: Fund_ Dept_ Unit_ Object
 Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Source: Florida Dept. of State, Division of Library and Information Services \$10,610
\$10,610

Impact: These three grants have a positive impact.

C. Departmental Fiscal Review: Lavinia D. Gardner
 (Lavinia Gardner, Chief Financial Officer)

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. And Control Comments:

Elizabeth Blaise 11/28/06
 OFMB
 11/28/06
 11/28/06
 11/21/06

Jim J. Jurek 11/30/06
 Contract Dev And Control
 11/30/06

B. Legal Sufficiency:
[Signature] 12/1/06
 Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

 Department Director

PROJECT NUMBER 07-CLIC-09

Florida Department of State, Division of Library and Information Services
COMMUNITY LIBRARIES IN CARING PROGRAM
GRANT AGREEMENT

AGREEMENT executed and entered into Nov. 3, 2006

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

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

the PROJECT: Promoting Family Literacy to Spanish Speakers - Belle Glade Branch

the GRANT AMOUNT: Six thousand forty-six dollars (\$6,046)

released in four payments as determined by the Division after consultation with the GRANTEE.

The funds shall be expended on or before September 30, 2007.

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 Palm Beach County Library System, System Headquarters, 3650 Summit Blvd., West Palm Beach, FL, 33406-4198, for the GRANTEE. 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 state funds authorized under Section 257.193, *Florida Statutes*, is desirous of providing a grant. The GRANTEE agrees to meet all state requirements.

The parties agree as follows:

- I. The GRANTEE agrees to:
 - a. Administer all funds granted to it by the DIVISION to carry out the project as described in the project application and revisions submitted to and approved by the DIVISION. The project application 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 project funds.
 - g. Perform all acts in connection with this agreement in strict conformity with all applicable State 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 GRANTEE 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. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such grantee, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in part __, paragraph 1, the grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

Information related to the requirements of Section 215.97, Florida Statutes, (the Florida Single Audit Act) and related documents may be found at www.fsaa.state.fl.us.

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

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

Department of State
Grants Office
Division of Library and Information Services
R. A. Gray Building, 2nd Floor
500 South Bronough Street
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

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 GRANTEE's performance hereunder, and contingent upon funding by the State of Florida. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- b. Provide professional advice and assistance to the GRANTEE 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 GRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, 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 GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the GRANTEE shall be determined by the DIVISION based on the terms and conditions imposed on the GRANTEE in this agreement and compliance with the program guidelines. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination.
- f. The Division shall unilaterally cancel this agreement if the GRANTEE 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 GRANTEE, its agents, servants or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- l. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- m. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the Project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, PROVIDED THAT such subcontract has been approved by the DIVISION prior to its execution, and PROVIDED THAT it is understood by the GRANTEE that the DIVISION shall not be liable to the Subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the Subcontractor for all expenses and liabilities incurred under the subcontract.
- 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 GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- p. The GRANTEE 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 GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the agreement. In the event the Legislature transfers the rights, duties, 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 GRANTEE 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 GRANTEE 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 date of this Agreement shall be eligible as project expenditures unless specifically authorized by the Division.

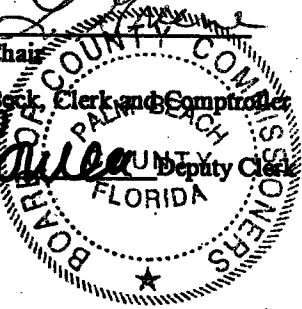
IV. The term of this agreement will commence on the date of execution of the agreement.

THE GRANTEE:
PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida:

BOARD OF COUNTY COMMISSIONERS

By: Addie L. Green
Addie L. Green, Chair

ATTEST: Sharon R. Beck, Clerk and Comptroller
By: Sharon R. Beck
Sharon R. Beck, Deputy Clerk



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

Sage Lewis
Witness

Guatemala R. Chapman
Witness

John J. Callahan III
Approved as to terms and conditions
John J. Callahan III, Library Director

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY
[Signature]
Assistant County Attorney

PROJECT NUMBER 07-CLIC-10

**Florida Department of State, Division of Library and Information Services
COMMUNITY LIBRARIES IN CARING PROGRAM
GRANT AGREEMENT**

AGREEMENT executed and entered into NOV. 3, 2006

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

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

the PROJECT: Promoting Family Literacy to Spanish Speakers - Pahokee Branch

the GRANT AMOUNT: Two thousand two hundred eighty-two dollars (\$2,282)

released in four payments as determined by the Division after consultation with the GRANTEE.

The funds shall be expended on or before September 30, 2007.

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 Palm Beach County Library System, System Headquarters, 3650 Summit Blvd., West Palm Beach, FL, 33406-4198, for the GRANTEE. 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 state funds authorized under Section 257.193, *Florida Statutes*, is desirous of providing a grant. The GRANTEE agrees to meet all state requirements.

The parties agree as follows:

I. The GRANTEE agrees to:

- a. Administer all funds granted to it by the DIVISION to carry out the project as described in the project application and revisions submitted to and approved by the DIVISION. The project application 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.
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- g. Perform all acts in connection with this agreement in strict conformity with all applicable State 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 GRANTEE 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. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such grantee, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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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 GRANTEE's performance hereinunder, and contingent upon funding by the State of Florida. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- b. Provide professional advice and assistance to the GRANTEE 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 GRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, 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 GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the GRANTEE shall be determined by the DIVISION based on the terms and conditions imposed on the GRANTEE in this agreement and compliance with the program guidelines. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination.
- f. The Division shall unilaterally cancel this agreement if the GRANTEE 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 GRANTEE, its agents, servants or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- l. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- m. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the Project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, PROVIDED THAT such subcontract has been approved by the DIVISION prior to its execution, and PROVIDED THAT it is understood by the GRANTEE that the DIVISION shall not be liable to the Subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the Subcontractor for all expenses and liabilities incurred under the subcontract.
- 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 GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- p. The GRANTEE 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 GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the agreement. In the event the Legislature transfers the rights, duties, 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 GRANTEE 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 GRANTEE 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 date of this Agreement shall be eligible as project expenditures unless specifically authorized by the Division.

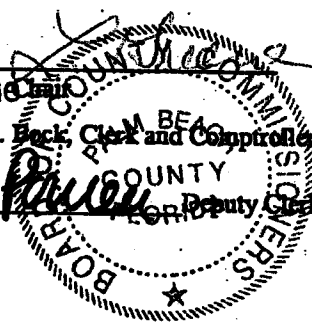
IV. The term of this agreement will commence on the date of execution of the agreement.

THE GRANTEE:
PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida:

BOARD OF COUNTY COMMISSIONERS

By: Addie L. Greene
Addie L. Greene

ATTEST: Sharon R. Beck, Clerk and Comptroller
By: Sharon R. Beck
Sharon R. Beck, Deputy Clerk



THE DIVISION

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

Joye Lewis
Witness

Christina R. Cherman
Witness

John I. Callahan III
Approved as to terms and conditions
John I. Callahan III, Library Director

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

[Signature]
Assistant County Attorney

PROJECT NUMBER 07-CLIC-11

**Florida Department of State, Division of Library and Information Services
COMMUNITY LIBRARIES IN CARING PROGRAM
GRANT AGREEMENT**

AGREEMENT executed and entered into Nov. 3, 2006

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

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

the PROJECT: Promoting Family Literacy to Spanish Speakers - South Bay Branch

the GRANT AMOUNT: Two thousand two hundred eighty-two dollars (\$2,282)

released in four payments as determined by the Division after consultation with the GRANTEE.

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- f. Use and maintain adequate fiscal authority, control, and accounting procedures that will assure proper disbursement of, and accounting for project funds.
- g. Perform all acts in connection with this agreement in strict conformity with all applicable State 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 GRANTEE 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. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such grantee, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in part __, paragraph 1, the grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

Information related to the requirements of Section 215.97, Florida Statutes, (the Florida Single Audit Act) and related documents may be found at www.fsa.state.fl.us.

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

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

Department of State
Grants Office
Division of Library and Information Services
R. A. Gray Building, 2nd Floor
500 South Bronough Street
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

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 GRANTEE's performance hereunder, and contingent upon funding by the State of Florida. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- b. Provide professional advice and assistance to the GRANTEE 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 GRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, 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 GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the GRANTEE shall be determined by the DIVISION based on the terms and conditions imposed on the GRANTEE in this agreement and compliance with the program guidelines. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination.
- f. The Division shall unilaterally cancel this agreement if the GRANTEE 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 GRANTEE, its agents, servants or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- l. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- m. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the Project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, PROVIDED THAT such subcontract has been approved by the DIVISION prior to its execution, and PROVIDED THAT it is understood by the GRANTEE that the DIVISION shall not be liable to the Subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the Subcontractor for all expenses and liabilities incurred under the subcontract.
- 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.

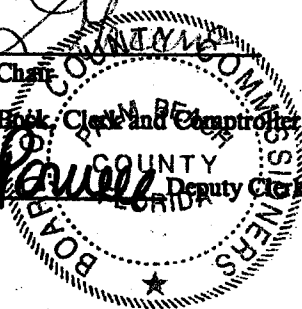
- o. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- p. The GRANTEE 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 GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the agreement. In the event the Legislature transfers the rights, duties, 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 GRANTEE 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 GRANTEE 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 date of this 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 GRANTEE:
PALM BEACH COUNTY, FLORIDA, a Political
Subdivision of the State of Florida:

BOARD OF COUNTY COMMISSIONERS

By: Addie L. Greene
 Addie L. Greene, Chair
 ATTEST: Sharon R. Hook, Clerk and Controller
 By: Nancy Powell
 Nancy Powell, Deputy Clerk



THE DIVISION

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

J. Lewis
 Witness

Christopher R. Chapman
 Witness

John J. Callahan III
 Approved as to terms and conditions
 John J. Callahan III, Library Director

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

[Signature]
 Assistant County Attorney

**COMMUNITY LIBRARIES IN CARING PROGRAM
NOTIFICATION OF GRANT AWARD
Fiscal Year 2006-2007**

Recipient:
Palm Beach County Library System
3650 Summit Blvd.
West Palm Beach, FL 33406-4198
John J. Callahan, Administrative Head

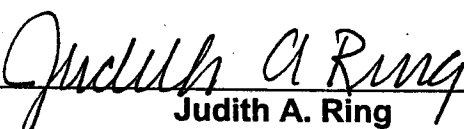
Project Start Date: Upon execution of
grant agreement

Project End Date: September 30, 2007

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CSFA</u>	<u>AWARD</u>
Promoting Family Literacy to Spanish Speakers - Belle Glade Branch	07-CLIC-09	45.042	\$6,046

TERMS AND CONDITIONS:

*Catalog of State Financial Assistance Number.



Judith A. Ring
State Librarian

10-17-06
Date

Florida Department of State, Division of Library and Information Services
R.A. Gray Building, Tallahassee, Florida 32399-0250, 850.245.6620, SUNCOM 205.6620

**COMMUNITY LIBRARIES IN CARING PROGRAM
NOTIFICATION OF GRANT AWARD
Fiscal Year 2006-2007**

Recipient:
Palm Beach County Library System
3650 Summit Blvd.
West Palm Beach, FL 33406-4198
John J. Callahan, Administrative Head

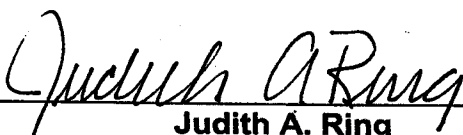
Project Start Date: Upon execution of
grant agreement

Project End Date: September 30, 2007

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CSFA</u>	<u>AWARD</u>
Promoting Family Literacy to Spanish Speakers - Pahokee Branch	07-CLIC-10	45.042	\$2,282

TERMS AND CONDITIONS:

*Catalog of State Financial Assistance Number.



Judith A. Ring
State Librarian

10-17-06
Date

**COMMUNITY LIBRARIES IN CARING PROGRAM
NOTIFICATION OF GRANT AWARD
Fiscal Year 2006-2007**

Recipient:
Palm Beach County Library System
3650 Summit Blvd.
West Palm Beach, FL 33406-4198
John J. Callahan, Administrative Head

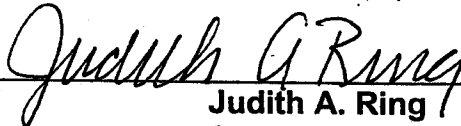
Project Start Date: Upon execution of
grant agreement

Project End Date: September 30, 2007

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CSFA</u>	<u>AWARD</u>
Promoting Family Literacy to Spanish Speakers - South Bay Branch	07-CLIC-11	45.042	\$2,282

TERMS AND CONDITIONS:

*Catalog of State Financial Assistance Number.



Judith A. Ring
State Librarian

10-17-06


Date

ROUTE TO: OFMB

DATE: October 24, 2006

ASSISTANT COUNTY ATTORNEY
Tammy Fields

MINUTES DEPARTMENT

FROM: John J. Callahan III 
Library Director

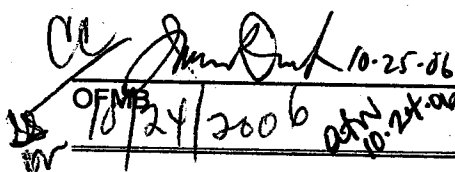
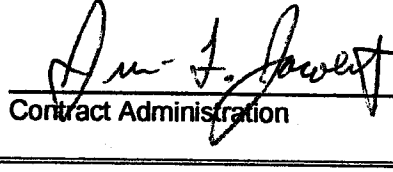
RE: REVIEW FOR APPROVAL FOR CHAIR'S SIGNATURE
Must be Returned to Library by: November 15, 2006
Community Libraries in Caring Grant Agreements – Total of \$10,610
Belle Glade Branch – \$6,046
Loula V. York Branch (Pahokee) – \$2,282
Clarence E. Anthony Brancy (South Bay) – \$2,282

BACKGROUND


With the approval of agenda item R2006-1479 -1480 and -1481, authorization was given for the Chairman to sign the grant agreements and any other necessary forms and certifications. The Library has received notification that the above reference grants have been approved. Attached are three original agreements requiring the Chairman's signature.

These grants will assist in funding adult and family literacy collections in the three Glades libraries to assist Spanish speakers in learning English. In addition, materials will be added to a migrant family center in Pahokee and a migrant Headstart Center in Belle Glade, where the Library has established partnerships. No matching funds were required.

→ OFMB and/or CONTRACT ADMINISTRATION REVIEW

 10-25-06
OFMB 10/24/2006 Date
 10/30/06
Contract Administration Date

→ COUNTY ATTORNEY FOR LEGAL SUFFICIENCY


Assistant County Attorney
10/30/06
Date

→ OTHER DEPARTMENT REVIEW if necessary

Department Director _____ Date _____

→ MINUTES DEPARTMENT FOR CHAIRMAN'S SIGNATURE

- Instructions:**
1. Obtain Chair's signature on 3 originals agreements (3 of each)
 2. Return two original agreements of each and copy of this routing memo to the County Library – Attention Brenda Stilwell. A receive & file and budget amendment agenda item will be submitted as soon as the State Library executes the agreements. **THANK YOU**

ATTACHMENTS

- A. 3 grant agreements (3 of each)
- B. Approval Notification for each
- C. R-2006-1479 through -1481

CC: John Van Amam, Assistant County Administrator

Agenda Item #: 3 N 1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

m/a 6-0
mc gbs
R-2006-1479
Thru
R-2006-1481

Meeting Date: August 15, 2006

Consent

Regular

Ordinance

Public Hearing

Department:

Submitted By: County Library/Administration

Submitted For: County Library/Administration

I. EXECUTIVE BRIEF

Motion & Title: Staff recommends motion to:

A) approve three (3) Community Library in Caring (CLIC) grant applications totaling \$10,610 to the Florida Department of State, Division of Library and Information Services, for the following branch libraries: Belle Glade, Loula V. York (Pahokee) and Clarence E. Anthony (South Bay); and

B) authorize the Chairman to execute the grant agreements and any other necessary forms and certifications.

Summary: These grants, if approved, will expand each location's adult and family literacy collections with the addition of materials to assist Spanish speakers in learning English. In addition, the Library will purchase and add these materials to a migrant family center in Pahokee and a migrant Headstart Center in Belle Glade, where the Library has established partnerships through deposit collections and programs. No matching funds are required.
District 6 (TKF)

Background and Justification: The purpose of the 2007 CLIC grant program is to assist libraries in rural communities. Approximately 53% of the Glades' population is functionally illiterate and this figure includes those who are not English speakers. The library will purchase a series of CD's with workbooks called English Without Barriers and Spanish/English, English/Spanish dictionaries for new and intermediate level adult learners. The literacy specialist and youth services associate for Spanish services at Belle Glade Branch will provide support for this enriched initiative.

Attachments:

1. Grant Applications (3)
2. Grant Information Package

Recommended By: [Signature] (John J. Callahan III) 7/11/06
Department Director Date

Approved By: [Signature] 7/20/06
Assistant County Administrator Date

Item #3N1
8/15/06

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	0	0	0	0	0
Operating Costs	0	10,610	0	0	0
External Revenues	0	10,610	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	0	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0
Is Item Included in Current Budget?	Yes	No			
Budget Account No.:	Fund	Dept	Unit	Object	
	Program				

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Source: Florida Department of State, Division of Library and Information Services

\$10,610

Impact: Minimal impact

C. Departmental Fiscal Review: Lavinia D. Gardner
(Lavinia Gardner, Chief Financial Officer)

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. And Control Comments:

A budget amendment will be processed upon execution of grant agreement, if applicable.

[Signature] 7-18-06
OFMB
actn 7-18-06 RM
7-18-06

[Signature] 7/19/06
Contract Dev. And Control
7/18/06

B. Legal Sufficiency:

This item complies with current County policies.

[Signature] 7/24/06
Assistant County Attorney

C. Other Department Review:

Department Director

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGRV - 320 - 110306 - 62
BGEX - 320 - 110306 - 362

BUDGET AMENDMENT
FUND 1182 LIBRARY SERVICE/TECH GRANTS

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/11/05	REMAINING BALANCE
<u>REVENUES</u>							
<u>CLIC - BG</u>							
320-3247 3471 State Grnt Aid To Libraries	0	0	6,046	0	6,046		
TOTAL RECEIPTS & BALANCES	0	0	6,046	0	6,046		
<u>EXPENDITURES</u>							
<u>CLIC - BG</u>							
320-3247 5401 Books, Publications & Subscriptions	0	0	6,046	0	6,046	0	6,046
TOTAL APPROPRIATIONS & EXPENDITURES	0	0	6,046	0	6,046		

PALM BEACH COUNTY
LIBRARY SYSTEM

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF DECEMBER 19, 2006

Deputy Clerk to the
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGRV - 320 - 110306 - 63
BGEX - 320 - 110306 - 363

BUDGET AMENDMENT
FUND 1182 LIBRARY SERVICE/TECH GRANTS

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/11/05	REMAINING BALANCE
<u>REVENUES</u>							
<u>CLIC - LVY</u>							
320-3248 3471 State Gmt Aid To Libraries	0	0	2,282	0	2,282		
TOTAL RECEIPTS & BALANCES	0	0	2,282	0	2,282		
<u>EXPENDITURES</u>							
<u>CLIC - LVY</u>							
320-3248 5401 Books, Publications & Subscriptions	0	0	2,282	0	2,282	0	2,282
TOTAL APPROPRIATIONS & EXPENDITURES	0	0	2,282	0	2,282		

PALM BEACH COUNTY
LIBRARY SYSTEM

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF DECEMBER 19, 2006

Deputy Clerk to the
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGRV - 320 - 110306 - 64
BGEX - 320 - 110306 - 364

BUDGET AMENDMENT
FUND 1182 LIBRARY SERVICE/TECH GRANTS

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/11/05	REMAINING BALANCE
REVENUES							
CLIC - SB							
320-3249 3471 State Grnt Aid To Libraries	0	0	2,282	0	2,282		
TOTAL RECEIPTS & BALANCES	0	0	2,282	0	2,282		
EXPENDITURES							
CLIC - SB							
320-3249 5401 Books, Publications & Subscriptions	0	0	2,282	0	2,282	0	2,282
TOTAL APPROPRIATIONS & EXPENDITURES	0	0	2,282	0	2,282		

PALM BEACH COUNTY
LIBRARY SYSTEM

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF DECEMBER 19, 2006

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
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Deputy Clerk to the
Board of County Commissioners