

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: August 23, 2022 Consent Regular
 Ordinance Public Hearing

Department

 Submitted By: County Library/Administration

 Submitted For: County Library/Administration

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an upward budget amendment of \$122,013 in the County Library Fund to reconcile the State Aid to Libraries Grant Budget to the actual award amount.

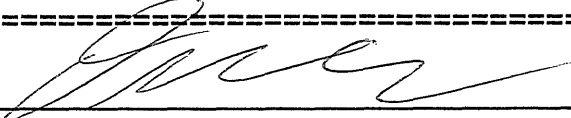
Summary: The State Aid to Libraries Grant Agreement was approved by the Board of County Commissioners and executed on September 14, 2021 (R2021-1266). Notification by the State of the Grant Award in the amount of \$876,656 was issued to the County Library on March 5, 2022, to begin on that date and end when funds are fully expended, which is anticipated to be on or before June 30, 2022. The State provides an annual operating grant to eligible libraries based upon their annual operating expenditures from local funds. The upward budget amendment is necessary to reconcile the State Aid to Libraries Grant Budget to the actual award amount. There are no matching funds for this grant. Estimated State Aid revenue was included in the County Library's FY 2022 budget. Countywide (AH)

Background and Justification: The County Library has complied with all the requirements of law to receive the grant. The State Aid for Public Libraries Law is to aid and encourage the establishment and development of free library service throughout the State through grants to eligible libraries which, as the political subdivisions of the State, are the logical units of government to ensure that all Florida residents, both city and unincorporated area, receive library service. The County received the State Aid to Libraries Grant for FY 2022 in the amount of \$876,656. FY2022 Budgeted amount \$754,643. Upward budget amendment \$122,013.

Attachments:

1. Budget Amendment
2. Original executed Grant Agreement
3. Original State Aid to Libraries Notification of Grant Award

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Recommended By:  (Douglas Crane) 8-3-22
 Department Director _____ Date

Approved By:  (Todd Bonlarron) 8/12/22
 Assistant County Administrator _____ Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>\$876,656</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$876,656)</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>0</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 X (FY 2022) No

Budget Account No.: Fund 1180 Agency 320 Org 3200 Object 3471

Does this item include the use of federal funds? Yes No X

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

Source: Florida Department of State, Division of Library and Information Services, State Aid to Libraries \$876,656

Impact: The funds will supplement local funding to provide library service. The award for FY2022 is \$122,013 higher than the original budgeted amount. Budget Amendment is attached.

C. Departmental Fiscal Review:

Alicia Garrow
(Alicia Garrow, Director, Library Finance & Facilities)

III. REVIEW COMMENTS:

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

Handwritten: Favorable approval 7/27/22

ASDell 8/3/22
OFMB 7.26.22 Contract Dev. And Control 8/5/22

B. Legal Sufficiency:

Anne Whitcomb 8/11/22
Assistant County Attorney

C. Other Department Review:

N/A
Department Director

22 - 0901

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGRV 320 062422 - 486
BGEX 320 062422 - 1443

BUDGET AMENDMENT
FUND 1180 COUNTY LIBRARY

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/24/2022	REMAINING BALANCE
<u>REVENUES</u>							
<u>CENTRAL OPERATIONS</u>							
320-3200 3471 State Grnt Aid To Libraries	754,643	754,643	122,013	0	876,656		
TOTAL RECEIPTS & BALANCES	76,797,276	82,708,609	122,013	0	82,830,622		
<u>EXPENDITURES</u>							
<u>RESERVES</u>							
320-3299 9901 Contingency Reserves	5,525,120	5,525,120	122,013	0	5,647,133	0	5,647,133
TOTAL APPROPRIATIONS & EXPENDITURES	76,797,276	82,708,609	122,013	0	82,830,622		

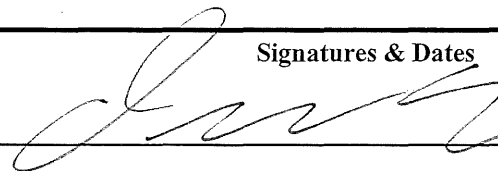
WRD

PALM BEACH COUNTY
LIBRARY SYSTEM

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

 1/6/22

 8/3/22

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF August 23, 2022

Deputy Clerk to the
Board of County Commissioners

Attachment B

Fiscal Year 2021-22 State Aid to Libraries Final Grants

This table shows the final State Aid to Libraries grant amounts that each eligible library will receive in 2021-22. For 2021-22, the available funding for State Aid grants is \$19,394,457, which is 12.1 percent of what would be required for full funding. At this level, Operating Grants pay 1.97 cents on the dollar of expenditure by a participating library during the second preceding year. Operating Grants total \$11,698,368; Equalization Grants total \$4,863,962; and Multicounty Grants total \$2,832,127.

COUNTY/MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
ALACHUA COUNTY	\$341,055	\$0	\$341,055
BAKER COUNTY	\$3,001	\$45,437	\$48,438
BAY COUNTY	\$54,024	\$0	\$54,024
BRADFORD COUNTY	\$9,114	\$275,796	\$284,910
BREVARD COUNTY	\$388,989	\$0	\$388,989
BROWARD COUNTY	\$1,223,960	\$0	\$1,223,960
CALHOUN COUNTY	\$7,055	\$215,579	\$222,634
CHARLOTTE COUNTY	\$98,351	\$0	\$98,351
CITRUS COUNTY	\$59,792	\$0	\$59,792
CLAY COUNTY	\$71,255	\$0	\$71,255
COLLIER COUNTY	\$166,352	\$0	\$166,352
COLUMBIA COUNTY	\$18,794	\$519,587	\$538,381
DESOTO COUNTY	\$3,761	\$56,136	\$59,897
DIXIE COUNTY	\$2,573	\$39,242	\$41,815
DUVAL COUNTY	\$699,909	\$0	\$699,909
ESCAMBIA COUNTY	\$105,143	\$0	\$105,143
FLAGLER COUNTY	\$24,197	\$0	\$24,197
FRANKLIN COUNTY	\$3,906	\$58,094	\$62,000
GADSDEN COUNTY	\$9,466	\$284,329	\$293,795
GILCHRIST COUNTY	\$2,730	\$41,440	\$44,170
GLADES COUNTY	\$1,891	\$28,778	\$30,669
GULF COUNTY	\$3,008	\$44,944	\$47,952
HAMILTON COUNTY	\$8,589	\$260,198	\$268,787
HARDEE COUNTY	\$2,652	\$39,684	\$42,336
HENDRY COUNTY	\$9,819	\$145,616	\$155,435
HERNANDO COUNTY	\$45,507	\$519,587	\$565,094
HIGHLANDS COUNTY	\$13,611	\$191,348	\$204,959
HILLSBOROUGH COUNTY	\$916,805	\$0	\$916,805
HOLMES COUNTY	\$1,674	\$25,571	\$27,245
INDIAN RIVER COUNTY	\$78,679	\$0	\$78,679
JACKSON COUNTY	\$7,455	\$111,797	\$119,252
JEFFERSON COUNTY	\$9,604	\$292,501	\$302,105

COUNTY/MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
LAFAYETTE COUNTY	\$1,184	\$18,138	\$19,322
LAKE COUNTY	\$175,944	\$0	\$175,944
LEE COUNTY	\$572,277	\$0	\$572,277
LEON COUNTY	\$117,532	\$0	\$117,532
LEVY COUNTY	\$4,208	\$62,638	\$66,846
LIBERTY COUNTY	\$2,290	\$70,182	\$72,472
MADISON COUNTY	\$7,644	\$232,543	\$240,187
MANATEE COUNTY	\$139,772	\$0	\$139,772
MARION COUNTY	\$115,241	\$0	\$115,241
MARTIN COUNTY	\$86,076	\$0	\$86,076
MIAMI-DADE COUNTY	\$1,402,414	\$0	\$1,402,414
MONROE COUNTY	\$47,825	\$0	\$47,825
NASSAU COUNTY	\$32,874	\$0	\$32,874
OKALOOSA COUNTY	\$80,103	\$0	\$80,103
OKEECHOBEE COUNTY	\$10,218	\$150,688	\$160,906
ORANGE COUNTY	\$798,539	\$0	\$798,539
OSCEOLA COUNTY	\$156,729	\$0	\$156,729
PALM BEACH COUNTY	\$876,656	\$0	\$876,656
PASCO COUNTY	\$144,793	\$0	\$144,793
PINELLAS COUNTY	\$674,167	\$0	\$674,167
POLK COUNTY	\$243,932	\$0	\$243,932
PUTNAM COUNTY	\$11,351	\$162,148	\$173,499
SAINT JOHNS COUNTY	\$117,213	\$0	\$117,213
SAINT LUCIE COUNTY	\$98,506	\$0	\$98,506
SANTA ROSA COUNTY	\$45,598	\$0	\$45,598
SARASOTA COUNTY	\$245,032	\$0	\$245,032
SEMINOLE COUNTY	\$133,649	\$0	\$133,649
SUMTER COUNTY	\$57,658	\$0	\$57,658
SUWANNEE COUNTY	\$25,279	\$519,587	\$544,866
TAYLOR COUNTY	\$3,949	\$59,303	\$63,252
UNION COUNTY	\$2,966	\$90,890	\$93,856
VOLUSIA COUNTY	\$338,459	\$0	\$338,459
WAKULLA COUNTY	\$4,983	\$74,943	\$79,926
WALTON COUNTY	\$17,488	\$0	\$17,488
WASHINGTON COUNTY	\$7,499	\$227,238	\$234,737

COUNTY/MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
ALTAMONTE SPRINGS	\$9,051	\$0	\$9,051
APALACHICOLA	*	*	*
BOYNTON BEACH	\$60,072	\$0	\$60,072
DELRAY BEACH	\$44,652	\$0	\$44,652
FORT MYERS BEACH	\$17,395	\$0	\$17,395
HIALEAH	\$34,513	\$0	\$34,513
LAKE PARK	\$7,873	\$0	\$7,873
LAKE WORTH BEACH	\$8,148	\$0	\$8,148
LANTANA	\$3,922	\$0	\$3,922
MAITLAND	\$14,248	\$0	\$14,248
NEW PORT RICHEY	\$17,805	\$0	\$17,805
NORTH MIAMI	\$21,558	\$0	\$21,558
NORTH MIAMI BEACH	\$22,827	\$0	\$22,827
NORTH PALM BEACH	\$14,481	\$0	\$14,481
OAKLAND PARK	\$17,327	\$0	\$17,327
PALM SPRINGS	*	*	*
RIVIERA BEACH	\$19,570	\$0	\$19,570
SANIBEL	\$37,120	\$0	\$37,120
WEST PALM BEACH	\$93,326	\$0	\$93,326
WILTON MANORS	\$12,340	\$0	\$12,340
WINTER PARK	\$49,371	\$0	\$49,371
Total	\$11,698,368	\$4,863,962	\$16,562,330
Multicounty Grants			
HEARTLAND LIBRARY COOPERATIVE			\$450,000
NEW RIVER PUBLIC LIBRARY COOPERATIVE			\$326,571
NORTHWEST REGIONAL LIBRARY SYSTEM			\$350,000
PAL PUBLIC LIBRARY COOPERATIVE			\$350,000
PANHANDLE PUBLIC LIBRARY COOPERATIVE SYSTEM			\$332,171
SUWANNEE RIVER REGIONAL LIBRARY SYSTEM			\$350,000
THREE RIVERS REGIONAL LIBRARY SYSTEM			\$329,486
WILDERNESS COAST PUBLIC LIBRARIES			\$343,899
Total			\$2,832,127
Grand Total			\$19,394,457

*Apalachicola and Palm Springs opted to not submit an application for FY2020-21.

Both state and federal funds were appropriated for the fiscal year reflected in this document.



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

March 8, 2022

Douglas Crane, Library Director
Palm Beach County Library System
3650 Summit Boulevard
West Palm Beach, Florida 33406-4198

Dear Mr. Crane:

Doug

Subject: State Aid to Libraries Grant Program, 22-ST-54

Division of Library and Information Services staff have reviewed the Fiscal Year 2021-22 State Aid to Libraries grant application submitted by your library. I am pleased to inform you that your library has met all the requirements of Rule 1B-2.011, *Florida Administrative Code*.

Grant funds will be paid in one payment, which was requested upon execution of the grant agreement.

A copy of the executed grant agreement and a Notification of Grant Award are enclosed. Also enclosed is a list of the grants that libraries will receive during FY2021-22.

Please be advised, per revised Department of State policies, the division will be performing desk audits or reviews of active grants with the division. Each year, 20% of the active grants in the State Aid to Libraries grant program are selected for this review. If your grant is selected, you will be notified of the review and of any additional information that may be needed as a part of the review.

If you need additional information or clarification, please contact Marian Deeney, State Aid to Libraries Grant Program administrator, at 850.245.6620 or marian.deeney@dos.myflorida.com.

Sincerely,

Amy L. Johnson
Director

ALJ/md

Enclosures



Division of Library and Information Services
R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399
850.245.6600 • 850.245.6735 (Fax) • info.florida.gov



**STATE AID TO LIBRARIES GRANT
NOTIFICATION OF GRANT AWARD
Fiscal Year 2021-22**

Recipient:

Palm Beach County Library System
3650 Summit Boulevard
West Palm Beach, Florida 33406-4198

Douglas Crane, Library Director

Project Period:

October 1, 2019 to June 30, 2022

PROJECT	PROJECT #	CSFA* #	AWARD
State Aid to Libraries Grant	22-ST-54	45.030	\$876,656

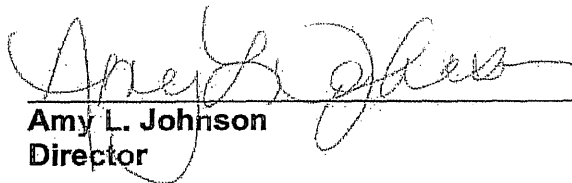
*Catalog of State Financial Assistance

Grant Payment

The grant payment will be requested upon execution of the grant agreement.

Grant Reviews

Per Department of State policies, the division will be performing desk audits or reviews of active grants with the division. Each year, 20% of the active grants in the State Aid to Libraries grant program are selected for this review. If this grant is selected, you will be notified of the review and of any additional information that may be needed as a part of the review.



Amy L. Johnson
Director

March 5, 2022
Date

**Florida Department of State, Division of Library and Information Services
500 South Bronough Street, Tallahassee, Florida 32399-0250, 850.245.6620**

R2021 1266

STATE AID TO LIBRARIES GRANT**AGREEMENT BETWEEN****THE STATE OF FLORIDA, DEPARTMENT OF STATE****AND****Palm Beach County Board of County Commissioners for and on behalf of Palm Beach
County Library System**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Palm Beach County Board of County Commissioners for and on behalf of Palm Beach County Library System, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2021-22 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

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

In accordance with Sections 257.17-257.18, *Florida Statutes*, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2019 - September 30, 2020.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2019 through June 30, 2022. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

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

Payment 1, Deliverable/Task 1

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2019 through June 30, 2022. The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2019 - September 30, 2020;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2019 - September 30, 2020 only;
- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- o Provide the Certification of Credentials for the Single Administrative Head; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2019 to June 30, 2022, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2019) and concludes with the end of the State of Florida's current fiscal year (June 30, 2022).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2019 – September 30, 2020) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator

Page: 2

Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Doug Crane
Palm Beach County Library System
3650 Summit Boulevard West Palm Beach Florida 33406-4198
Phone: 561.233.2799
Email: craned@pbclibrary.org

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2021-22 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit vendor.myfloridacfo.com/. A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid

to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (as of January 2020) (<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.

15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Historical Resources, the Division of Elections and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.
19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
21. **Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses

or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide

maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 - 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

- 32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).
- 37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2021-22 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

<p style="text-align: right; font-size: 1.2em;">R2021 1266</p> <p>Subgrantee: PALM BEACH COUNTY, Florida, a Political Subdivision of the State of Florida Board of County Commissioners</p> <p>By: <u></u> Dave Kerner, Mayor</p> <p>Date: <u>SEP 14 2021</u></p> <p><u></u> Approved as to terms and Conditions Douglas Crane, PBC Library Director</p> <p>Date: <u>8.26.21</u></p> <p>APPROVED AS TO FORM AND LEGAL SUFFICIENCY</p> <p><u></u> County Attorney</p> <p>Date <u>9/17/21</u></p> <p>Sharon R. Bock, Clerk & Comptroller Palm Beach County</p> <p>By: <u></u> Deputy Clerk</p> <div style="text-align: center;"></div>	<p>Department of State:</p> <p>By: <u></u></p> <p>Amy Johnson, Director Division of Library and Information Services Department of State, State of Florida</p> <p>_____ Typed name and title</p> <p><u>March 5, 2022</u> Date</p> <p><u></u> Witness</p> <p><u>3/5/22</u> Date:</p>
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State Aid to Libraries Grant Agreement (Form DLIS/SA02)

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be

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paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.* ; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.* , and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

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

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

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

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.
 - B. The Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT -- 1

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

Not applicable.

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

Not applicable.

**STATE RESOURCES AWARDED TO THE RECIPIENT
PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

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