

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

Blue Sheet No. 20040904

1. REQUESTED MOTION:

ACTION REQUESTED: Execute Public Library Construction Grant agreement to Florida Department of State, Division of Library and Information Services, for Northwest Regional Library in the amount of \$500,000. Approve budget amendment resolution in the same amount.

WHY ACTION IS NECESSARY: Chairman of the Lee County BOCC must sign the grant agreement and budget amendment resolution.

WHAT ACTION ACCOMPLISHES: Allows Lee County Library System to accept the \$500,000 grant for construction of the NW Regional Library.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:**

C6E

3. MEETING DATE: *08-03-2004*

4. AGENDA:

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

**5. REQUIREMENT/PURPOSE:
(Specify)**

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

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Library*
- C. DIVISION *Cynthia W Cobb*
- BY: _____

7. BACKGROUND:

Construction for the NW Regional Library was approved in the Lee County Capital Improvement Program during the FY01-02 budget process. Construction is estimated to begin FY04-05 and sufficient funding will be available to construct a 40,000 square foot library. A dollar for dollar match will be available and unencumbered at the time of the grant award. Upon completion, sufficient funds will be allocated to operate the facility providing 66 public service hours per week. This building will be used exclusively for public library purposes. Grant application was approved by the Lee County BOCC 3/25/2003 on bluesheet 20030320.

Funds are available in: 22361314800

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resource s	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>Cynthia W. Cobb 7/15/04</i>	<i>[Signature]</i>	N/A	N/A	<i>[Signature] 7/21/04</i>	<i>[Signature] 7/21/04</i>	<i>[Signature] 7/21/04</i>	<i>[Signature] 7/21/04</i>	<i>[Signature] 7/21/04</i>	<i>[Signature] 7/22/04</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: *7/21/04*
Time: *11:40 am*
Forwarded To:
Co. Admin
7/21/04

RECEIVED BY
COUNTY ADMIN *[Signature]*
7/21/04
4:40 pm
COUNTY ADMIN
FORWARDED TO: *[Signature]*
7/22/04
4:20

RESOLUTION

Amending the Fund 14800 Lee County Library Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2003-2004.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Fund 14800 Lee County Library budget for \$500,000 of the unanticipated revenue from FL Dept of State Public Library Construction Grant and an appropriation of a like amount into expenditures and;

WHEREAS, the Fund 14800 Lee County Library budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$72,303,142
Additions		
22361314800.334710.9002	NW Regional Library Grant	\$500,000
Amended Total Estimated Revenues		\$72,803,142

APPROPRIATIONS		
Prior Total:		\$72,303,142
Additions		
22361314800.506540	Improvement Construction	\$500,000
Amended Total Appropriations		\$72,803,142

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Fund 14800 Lee County Library budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

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

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

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

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 223613
- 2. Title of Grant: NW REGIONAL LIBRARY CONSTRUCTION
- 3. Amount of Award: \$500,000
- 4. Amount of Match Required: \$500,000
- 5. Type of Match: CASH
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input type="checkbox"/> CFDA #	STATE <input checked="" type="checkbox"/> CSFA #45.020
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7. Agency Contract Number: 05-PLC-26

8. Contract Period:	Begin Date: 07/01/04	End Date:
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9. Name of Subrecipient(s) N/A

10. Business Unit(s): 2236134800

11. Scope of Grant: (describe project).Funding for the construction of a new 40,000 sq ft library

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

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

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

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

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

ADMINISTERING DEPARTMENT INFORMATION

- 1. Department: LIBRARY
- 2. Contacts:

Program Mgr. CYNTHIA N COBB	Phone #: 461-2929
Fiscal Mgr. LISA KIESEL	Phone #:461-2913

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: FLORIDA DEPT OF STSTE
- 2. Program Title/Division: LIBRARY AND INFORMATION SERVICES
- 3. Agency Contact: MARIAN DEENEY
- 4. Phone Number: 850-245-6620
- 5. Mailing Address: RA GRAY BUILDING TALLAHASSEE, FL 32399-0250

SOURCE OF FUNDS

- 1. Original Funding
Source: FLORIDA DEPARTMENT OF STATE
(name of agency where funding originated from)
- 2. Pass Through Agency: NONE
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT--then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).
- 3. Additional Information for Other Agencies Involved:

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

REPORTING REQUIREMENTS

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

Please Explain:

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

COMMENTS--INSTRUCTIONS:



LEE COUNTY
RECEIVED

04 JUL -6 PM 2: 25

COMM DEV/PUB LRS CNTR
FOURTH FLOOR

FLORIDA DEPARTMENT OF STATE

Glenda E. Hood

Secretary of State

DIVISION OF LIBRARY AND INFORMATION SERVICES

July 1, 2004

Daniel Cruz, Project Manager
Lee County Board of County Commissioners
1500 Monroe Street
Fort Myers, FL 33901

Subject: Public Library Construction Grant Awards - FY2004-2005

Project: 05-PLC-26, Northwest Regional Library


Dear Mr. Cruz:

The Division of Library and Information Services has been advised of a State General Revenue appropriation for Public Library Construction Grants for FY2004-2005. I am pleased to advise you that the project identified above was funded.

The "Public Library Construction Grant Information" sheet contains important information that you need to know about your grant. Also, check for any grant requirements that may be included under "Terms and Conditions" on the Notification of Grant Award.

Please contact Marian Deeney, Library Program Administrator in the State and Federal Grants Office for assistance if you have any questions or need more information. She can be reached at 850/245-6620 or mdeeney@dos.state.fl.us.

Sincerely,


Judith A. Ring
State Librarian

JR/md

Enclosures

pc: Cynthia Cobb, Director, Lee County Library System

STATE LIBRARY OF FLORIDA

R.A. Gray Building • Tallahassee, Florida 32399-0250 • (850) 245-6600

FAX: (850) 488-2746 • TDD: (850) 922-4085 • <http://www.dos.state.fl.us>

LEGISLATIVE LIBRARY SERVICE RECORDS MANAGEMENT SERVICES FLORIDA STATE ARCHIVES
(850) 488-2812 • FAX: (850) 488-9879 (850) 487-2180 • FAX: (850) 413-7224 (850) 245-6700 • FAX: (850) 488-4894
 ADMINISTRATIVE CODE AND WEEKLY
(850) 245-6270 • FAX: (850) 245-6282

**Florida Department of State
Division of Library and Information Services**

**PUBLIC LIBRARY CONSTRUCTION GRANT INFORMATION
FY2004-2005**

GET YOUR PROJECT STARTED

Sign the Grant Agreement.

You have received two copies of the agreement for each project.

- Get the original signature of an authorized official on each copy.
- Get original signatures of two witnesses to the signature of the authorized official on each copy. Do not insert a date on the copies. It will be added at the Division.
- Return both copies of the agreement to the State and Federal Grants Office. One copy of the agreement will be returned to you after it has been dated and signed at the Division.
- Once the agreement has been executed, a contract for the construction must be awarded within 540 days from the date of the grant award, which is by December 23, 2005.

OTHER IMPORTANT INFORMATION

Notification of Grant Award.

The Notification of Grant Award provides important information about your grant including the project number, grant amount, Catalog of State Financial Assistance number, project start date, and project terms and conditions (if any). This information should be kept in your official project files.

Grant Payments.

Grant funds will be paid in no more than four payments on a reimbursement basis.

- The first payment of 30% of the grant award will be made upon 30% completion of construction and after receipt and approval of required documents.
- The second payment of 30% of the grant award will be made upon 60% completion of construction and after receipt and approval of required documents.
- The third payment of 30% of the grant award will be made upon 100% completion of construction and after receipt and approval of required documents.
- The fourth (final) payment of 10% of the grant award will be made upon successful completion of the construction project and after receipt and approval of required documents.

For most projects, grant payments will be sent electronically.

- If your governing agency has already completed the "State of Florida Electronic Payment Authorization" form and opted to receive payments electronically, then your Public Library Construction grant payments will be electronically transmitted to the organization. Your organization will receive notification of electronic payment transmittal from the Division.

- If your governing agency is not yet set up to receive payments electronically from the state and wishes to do so, please complete and submit the enclosed "State of Florida Electronic Payment Authorization" form. Otherwise, your grant checks will be mailed to your organization.

Questions? Need more information?

Contact Marian Deeney, Library Program Administrator, State and Federal Grants Office, Division of Library and Information Services, 500 South Bronough Street, Tallahassee, FL 32399-0250 at (850) 245-6620, SUNCOM 205-6600, fax (850) 245-6643; or e-mail mdeeney@dos.state.fl.us.

**PUBLIC LIBRARY CONSTRUCTION GRANTS
NOTIFICATION OF GRANT AWARD
Fiscal Year 2004-2005**

Recipient:

Lee County Board of County Commissioners
1500 Monroe Street
Fort Myers, FL 33901
Daniel Cruz, Project Manager

Project Start Date:

Upon execution of grant agreement

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CSFA #</u>	<u>AWARD</u>
Northwest Regional Library	05-PLC-26	45.020	\$500,000

TERMS AND CONDITIONS:

- The following material must be submitted to the Division for approval no later than September 28, 2004:
 1. Specific location of site and a narrative evaluation of the site of the building to be constructed, expanded, or remodeled that is prepared and signed by a professional librarian, who has completed a library education program accredited by the American Library Association, functioning as a building consultant. The professional librarian functioning as the building consultant may be a library staff member and may also be the project manager. The site evaluation should justify the choice of site considering:
 - a. Plans for future expansion or growth;
 - b. Community growth and traffic pattern projections for the future;
 - c. Adequate parking, taking into consideration local zoning and building codes, or standards;
 - d. Convenient access to major pedestrian and vehicular traffic routes; and
 - e. Physical characteristics of the site.
 2. Assurances, such as a deed, showing that the applicant has legal title to the property and building, a long-term lease of not less than 20 years or a resolution adopted by the applicant's governing body, that the applicant has unconditional use of the site and the building. If a resolution is used as proof, it shall state whether the applicant owns or leases the site and building.
 3. A comparison of the proposed project to .6 square feet per capita for total floor space and standards for library facilities and services. Cite standards used and the source of standards. This shall include at a minimum:
 - a. Total floor space;
 - b. The amount and kind of space required for all library functions, including both public and staff areas, meeting space, and space for specific services;

- c. Shelving required;
 - d. Staffing required;
 - e. Lighting required; and
 - f. Telecommunications and electrical requirements.
4. A list of the kind and amount of initial furniture and equipment needed for the project.
 5. Subsurface soil analysis. This analysis, which involves soil borings, is to assure that the site can support the weight of a library building. The analysis is required for the following:
 - a. New construction;
 - b. Expansion of existing library facility onto previously unbuilt land, including parking lots;
or
 - c. Projects involving an existing building that was not previously used as a library building.

If problems are identified in the analysis, the Division must be informed of how the problems will be corrected.

6. Certification that the construction project will be in compliance with Federal Executive Order 11988 Floodplain Management, as amended by Executive Order 12148, including certification that the use of flood plains in connection with the construction will be avoided as far as practicable.

If problems are identified, the Division must be informed of how the problems will be corrected.

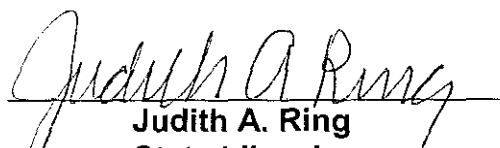
7. Assurance that the site selected for the construction project does not interfere with the protection of properties listed in the National Register of Historic Places in accordance with Section 267.061, Florida Statutes. This assurance can be obtained from the Department of State, Division of Historical Resources.
 8. Certification by grantee's governing body such as a resolution, or, a signed document from the person or position designated by the grantee's governing body in the resolution submitted with the application, that the grantee will competitively award construction contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiations. This also includes contracts for construction management services or design-build contracts. Such awards to a private sector contractor must be permitted by applicable municipal or county ordinance, by special district resolution or by state law including Section 255.20, Florida Statutes. If competitive negotiations are used, the award shall be in accordance with Section 287.055, Florida Statutes.
- The following material must be submitted to the Division no later than 30 days prior to the construction project being let for bid or Guaranteed Maximum Price being awarded. This also includes contracts for construction management services, or design-build contracts.
 - d. Final floor plan with furnishings and equipment;

- e. Final site plan; and
- f. Final elevations.

Submit one set of specifications and two sets of drawings prepared by a licensed architect. Once set of these plans shall be 24" x 36" or 30" x 42" and the other shall be 11" x 14".

If there are changes in the design or size of the building, the grantee shall provide revised floor plans, site plans, and elevations to the Division.

- A contract for construction must be awarded no later than December 23, 2005.


Judith A. Ring
State Librarian

7-1-04
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

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
PUBLIC LIBRARY CONSTRUCTION**

GRANT AGREEMENT

This AGREEMENT, executed and entered into _____,

BETWEEN the State of Florida, Department of State, Division of Library and Information Services, hereinafter Referred to as the DIVISION, and Lee County Board of County Commissioners, hereinafter referred to as the GRANTEE.

the PROJECT: Northwest Regional Library

the GRANT AMOUNT: Five hundred thousand dollars (\$500,000)

Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State, and to Lee County Board of County Commissioners, 1500 Monroe Street, Fort Myers, FL, 33901, 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 provided under Section 257.191, *Florida Statutes*, has approved an application for public library construction funds submitted by the GRANTEE, which application is by reference herein made a part of this agreement. The GRANTEE, acting under the authority vested in it for the establishment and maintenance of a free public library, has applied for construction funds. The DIVISION and the GRANTEE are willing to cooperate for the implementation of a public library construction project.

The parties hereto agree as follows:

- I. The GRANTEE agrees:
 - A. To provide sufficient, eligible and unencumbered funds to be used for public library construction.
 - B. To provide an approved site and building plans and specifications prepared by a licensed architect. Submit the final drawings and specifications to the DIVISION for review prior to the award of a construction contract. Award a construction contract within 540 days from the date of the grant award.
 - C. To provide and maintain competent and adequate engineering or architectural supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the DIVISION.
 - D. To expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures from grant funds shall not be made for general operating expenses such as salaries, travel, personnel, or office supplies. Grant funds will not be used for lobbying the Legislature, the judicial branch or any state agency.
 - E. To submit changes in the construction contract to the DIVISION for approval if they:
 1. alter the approved building floor space or space relationships;
 2. alter the approved function or services of any part of a facility;
 3. change the location, size, or quantity of any approved fixed equipment;
 4. transfer funds from the approved equipment budget to the construction budget, or vice versa;

5. affect design life safety features of the facility or requirements for elimination of architectural barriers for the handicapped.
- F. To include in the construction contract provisions for a Performance and Payment Bond and other financial assurances as to the contractor's ability to comply with said contract provisions, pursuant to Section 255.05, *Florida Statutes*.
- G. To establish and maintain a proper accounting system in accordance with generally accepted accounting principles.
- H. To provide the DIVISION, through any authorized representative, access to the site and access to and the right to examine all records, books, papers, or other documents related to the PROJECT.
- I. To notify the DIVISION of the date and time of final inspection in order to afford DIVISION participation in such inspection for purpose of concurring in the final acceptance of the building.
- J. To provide, without discrimination, free use of the library services to all residents of the area served.
- K. That it will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.
- L. To comply with the Executive Order 11988, Flood Plain Management.
- M. To comply with the provisions of Section 257.191, *Florida Statutes*, and the regulations implementing the law, including Sections 553.501-553.513, *Florida Statutes*, relating to accessibility by persons with disabilities, and the Americans with Disabilities Act of 1990.
- N. To the use of the building exclusively for the public library purposes for which constructed or altered. A change in its use must be approved by the DIVISION.
- O. In the event that the GRANTEE expends a total amount of State awards (i.e., State financial assistance provided to the GRANTEE to carry out a State project) equal to or in excess of \$300,000 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 Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. In determining the State awards expended in its fiscal year, the GRANTEE shall consider all sources of State awards, including State funds received from the DIVISION, except that State awards received by a nonstate entity for Federal program matching requiring shall be excluded from consideration.

In connection with the audit requirements addressed in the paragraph above, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a reporting package as defined by Section 215.97(7)(f), *Florida Statutes*, and Chapter 10.600, Rules of the Auditor General.

If the GRANTEE expends less than \$300,000 in State awards 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 \$300,000 in State awards 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 non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).

II. The DIVISION agrees to:

- A. Provide funds, in accordance with the terms of this agreement and to the extent that the appropriation for this project is released to the DIVISION for the PROJECT. Should the GRANTEE fail to expend the amount of local funds certified in the application, the DIVISION will match the local funds on a dollar for dollar basis to a maximum of the grant award.
- B. Make payments according to the schedule contained in the Library Construction Guidelines and Application packet, subject to any special conditions stipulated by the Office of the Comptroller, State of Florida.
- C. Conduct a periodic check of the PROJECT, including participation in the final inspection, when feasible.

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 communication, representation, or agreement, 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 of provision shall be deemed stricken.
- D. The DIVISION shall demand the return of monies delivered and withhold subsequent payments if violations occur which disqualify the project from the grant under which they were provided, if monies were improperly expended or managed or if records of proper expenditure are not prepared, preserved or surrendered as required by this agreement.
- E. 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.
- F. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under this 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 the 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.
- G. The DIVISION shall cancel this Agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the GRANTEE.

- H. 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 grant will be reduced in accordance with Section 257.195, *Florida Statutes*.
- I. Bills for fees and services must be maintained in detail sufficient for a proper preaudit and postaudit thereof.
- J. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest or the cost of collection.
- 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. 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 DIVISION, which consent shall not be unreasonably withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION 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 DIVISION 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. The term of this agreement will commence on the date of execution of the agreement.

THE GRANTEE

Signature of Authorized Official

Typed Name and Title of Authorized Official

Witness

Witness

THE DIVISION

Dave Mann
Deputy Secretary of State/Custodian of State Records
Department of State, State of Florida

Witness

Witness