

Date: May 15, 2012

To: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

From: Carlos A. Gimenez  
County Mayor 

Subject: Award of the Florida Department of State Library Services and Technology Act  
(L.S.T.A.) grant to the Miami-Dade Public Library System Resolution No. R-426-12

Agenda Item No. 3(A)(4)

**Recommendation**

It is recommended that the Board of County Commissioners (Board) ratify the Mayor or the Mayor's designee's action to apply for, receive, and expend Florida Department of State funds in the amount of \$125,000 to purchase computers to expand services, serve the underserved and provide access for all users. It is further recommended that the Board authorize the Mayor or the Mayor's designee to execute such contracts, agreements, Memoranda of Understanding (MOU), and amendments, after approval by the County Attorney, as required by program guidelines. It is also recommended that the Board authorize the Mayor or the Mayor's designee to exercise amendments, modifications, renewal, cancellation, and termination clauses of any contracts and agreements, subject to the approval by the County Attorney's Office.

**Scope**

The scope of the project is countywide. The Library Services and Technology Act grant will directly impact thousands of customers and indirectly impact all library patrons.

**Fiscal Impact/Funding Source**

This grant will provide \$125,000 to purchase additional computers for the replacement and expansion of the Library's network. This grant requires Board approval by June 1, 2012 and funds to be expended by September 30, 2012.

**Track Record/Monitor**

The Library Department will be responsible for the disbursement and expenditure of grant funds, and shall assume responsibility for managing programmatic and fiscal records in accordance with the project reporting and auditing procedures stipulated by the Florida Department of State. The project manager is Suzet Alvarez-Cleary, Assistant Director, Library Department.

**Background**

The Library Department is the largest provider of free internet access to the Miami-Dade residents. The grant funds will allow the Library to expand its public access network thereby increasing access to the Library's resources and databases.

**Delegation of Authority**

In accordance with Section 28.3 of the Miami-Dade County Code related to identifying delegation of the board authority, there are no authorities beyond that specified in the resolution which include the authority for the Mayor or his designee to execute this grant and agreements to expend the grant funds.



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Lisa M. Martinez, Senior Advisor  
County Mayor's Office



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** May 15, 2012

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 3(A)(4)

**Please note any items checked.**

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 3(A)(4)  
5-15-12

RESOLUTION NO. R-426-12

RESOLUTION RATIFYING THE SUBMISSION AND ACCEPTANCE OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF STATE, LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA) FOR FUNDS IN THE AMOUNT \$125,000 TO BE USED BY THE MIAMI-DADE PUBLIC LIBRARIES FOR PURCHASE OF COMPUTERS TO EXPAND SERVICES, SERVE THE UNDERSERVED AND PROVIDE ACCESS TO ALL USERS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS AND EQUIPMENT, AND EXECUTE CONTRACTS, AGREEMENTS, AND AMENDMENTS, AFTER APPROVAL BY THE COUNTY ATTORNEY, AS REQUIRED BY PROGRAM GUIDELINES

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board ratifies the submission of a grant application and Agreement to the Florida Department of State, Library Services and Technology Act (LSTA) funds in the amount of \$125,000 to provide updated computers for the Miami-Dade Public Library System in substantially the form attached hereto; authorizes County Mayor or County Mayor's designee to receive and expend funds and execute contracts, agreements, and amendments, after approval by the County Attorney, as required by program guidelines.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

**Rebeca Sosa**

**Audrey Edmonson**

	Joe A. Martinez, Chairman	aye	
	Audrey M. Edmonson, Vice Chairwoman	aye	
Bruno A. Barreiro	aye	Lynda Bell	aye
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declares the resolution duly passed and adopted this 15<sup>th</sup> day of May, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS



HARVEY RUVIN, CLERK

**Christopher Agrippa**

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Richard Seavey

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

AGREEMENT executed and entered into \_\_\_\_\_

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

SUBGRANTEE: Miami-Dade County Board of County Commissioners for  
and on behalf of Miami-Dade Public Library System.

the PROJECT: Broadband Implementation Grant – Miami-Dade Public Library  
System.

the GRANT AMOUNT: One hundred twenty-five thousand dollars (\$125,000)  
released in one payment as determined by the Division.

The funds must be expended on or before September 30, 2012.

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 the Miami-Dade Public Library System, 101 West Flagler Street, Miami, FL, 33130-1523, 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 federal funds authorized under Section 257.12, *Florida Statutes*, wishes to provide a grant of federal funds. Federal funds are provided through the Library Services and Technology Act under Florida's long range plan approved by the Institute of Museum and Library Services. The SUBGRANTEE agrees to meet all state requirements and requirements of the Library Services and Technology Act, hereinafter referred to as LSTA.

The GRANTEE has made application and has met all eligibility requirements for receipt of a Library Services and Technology Act Grant. By reference, the application and any approved revisions are hereby made a part of this agreement.

The parties agree as follows:

I. The SUBGRANTEE agrees to:

- a. Administer all funds granted to it by the DIVISION to carry out the project as described in the project proposal and revisions submitted to and approved by the DIVISION.
- 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 five 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 five 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 five year period, whichever is later.
- e. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, federal project funds.
- f. Perform all acts in connection with this agreement in strict conformity with all applicable State and Federal laws and regulations.
- g. Pay out all project funds on or before the project ending date.
- h. Expend all grant funds received under this Agreement solely for the purposes of the project. To repay to the DIVISION any and all funds not expended for the purposes of the project.
- i. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.
- j. Invest temporarily surplus funds and return the interest earned on such investments to the State quarterly.
- k. Maintain bills for services or expenses in detail sufficient for proper preaudit and postaudit.
- l. Maintain any travel expenses in accordance to the provisions of Section 112.061, *Florida Statutes*.
- m. That to the best of the SUBGRANTEE'S knowledge and belief that the SUBGRANTEE, and its principals:
  - 1. Are not presently excluded or disqualified (debarment, suspension and other responsibility matters);
  - 2. Have not been convicted within the preceding three years of any of the offenses listed in 45 CFR 1185.800(a) or had a civil judgment rendered against the applicant or its principals for one of those offenses within that time period;
  - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 45 CFR 1185.800(a); and
  - 4. Have not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

That the SUBGRANTEE, and its principals will comply with 45 CFR Part 1185 Subpart C (Responsibilities of Participants Regarding Transactions) and will require similar compliance with Subpart C by persons at the next lower tier with whom the primary tier participant enters into covered transactions.

- n. Provide or continue to provide a drug-free workplace by complying with the requirements in Subpart B of 45 CFR Part 1186.

This includes: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for its employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either with this application, upon award, or in documents kept on file in the SUBGRANTEE'S office) all known workplaces under the award.

- o. 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.
- p. As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over \$100,000, the SUBGRANTEE certifies to the best of his or her knowledge and belief that:
  - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall request, complete, and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - 3. The SUBGRANTEE shall include the language of this certification in Part q in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- q. That to the best of the SUBGRANTEE'S knowledge and belief that the SUBGRANTEE is not delinquent in the repayment of any Federal debt.

- r. As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 CFR Part 1180.44, the SUBGRANTEE certifies that the SUBGRANTEE will comply with the following nondiscrimination statutes and their implementing regulations:
1. Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000 et seq.), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
  2. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 701 et seq.), which prohibits discrimination on the basis of disability in Federally-assisted programs;
  3. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-83, 1685-86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance;
  4. The Age Discrimination in Employment Act of 1975, as amended (42 USC § 6101 et seq.), which prohibits discrimination on the basis of age in Federally-assisted programs;

The SUBGRANTEE shall insert similar provisions listed in Part r in all subcontracts for services required by this agreement.

- s. In the event that the SUBGRANTEE expends \$500,000 or more in Federal awards in its fiscal year, the SUBGRANTEE must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the SUBGRANTEE 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 OMB Circular A-133, as revised. An audit of the SUBGRANTEE conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part s., paragraph 1, the SUBGRANTEE shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the SUBGRANTEE expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the SUBGRANTEE expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from SUBGRANTEE resources obtained from other than Federal entities).

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the SUBGRANTEE directly to each of the following:

1. The Department of State at the following address:  
Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 S. Bronough Street  
Tallahassee, Florida 32399-0250
2. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections 320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:  
Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
3. Other Federal agencies and pass-through entities in accordance with Sections 320 (e) and (f), OMB Circular A-133, as revised.

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

III. The SUBGRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the entire 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. This 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. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. This agreement shall be terminated by the DIVISION because of failure of the SUBGRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the SUBGRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the SUBGRANTEE shall be determined by the DIVISION based on the terms and conditions imposed on the SUBGRANTEE in this agreement and compliance with the program guidelines. The DIVISION shall provide SUBGRANTEE a written notice of default letter. SUBGRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the SUBGRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the SUBGRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the SUBGRANTEE's control. In the event of termination of this agreement, the SUBGRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination, if equitable.
- f. The DIVISION shall unilaterally cancel this agreement in the event that the SUBGRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. SUBGRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant that it awards.
- g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- h. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the SUBGRANTEE, its agents, servants or employees; nor shall the SUBGRANTEE exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the SUBGRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the SUBGRANTEE.

- i. The SUBGRANTEE, other than a SUBGRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- j. The SUBGRANTEE shall be responsible for all work performed and all expenses incurred in connection with the Project. The SUBGRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, PROVIDED THAT such subcontract has been approved by the DIVISION prior to its execution, and PROVIDED THAT it is understood by the SUBGRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the SUBGRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The SUBGRANTEE shall include the copyright provision in paragraph (o.) of this agreement in all of its subcontracts.
- k. 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 contractual relationship.
- l. The SUBGRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, SUBGRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits, and any other rights or privileges connected with employment in the State Career Service. SUBGRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the SUBGRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- m. The SUBGRANTEE 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 Department approves a transfer of the SUBGRANTEE's obligations, the SUBGRANTEE remains responsible for all work performed and all expenses incurred in connection with the agreement. In the event the Legislature transfers the rights, duties, and obligations of the 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 this agreement.
- n. This agreement shall bind the successors, assigns and legal representatives of the SUBGRANTEE and of any legal entity that succeeds to the obligations of the DIVISION.

- o. When publications, films, or similar materials are developed, directly or indirectly from a program, project, or activity supported with grant funds, SUBGRANTEE (and any of its subcontractors, if applicable) shall grant the Department of State an irrevocable, royalty-free, non-transferable, non-exclusive right and license to reproduce or otherwise use, to make derivative works from, and to display and distribute any copyrighted material developed under this Agreement for any state governmental purpose. The SUBGRANTEE also grants the federal awarding agency a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which the grantee, subgrantee, or a contractor purchases ownership with grant support. The SUBGRANTEE shall include the foregoing paragraph in all of its subcontracts.
- p. No costs incurred before the date of this agreement shall be eligible as project expenditures. No costs incurred after the completion date or other termination of the Agreement shall be eligible as project expenditures unless specifically authorized by the DIVISION.
- q. If the SUBGRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with the Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the Division may withhold grant payments until the SUBGRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the Division to place the SUBGRANTEE in noncompliance status with the Department of State.

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

THE SUBGRANTEE

THE DIVISION

\_\_\_\_\_  
Signature of Authorized Official

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

\_\_\_\_\_  
Typed Name and Title of Authorized Official

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**LIBRARY SERVICES AND TECHNOLOGY ACT  
NOTIFICATION OF GRANT AWARD  
Federal Fiscal Year 2011-2012**

**Recipient:**  
Miami-Dade Public Library System  
101 West Flagler Street  
Miami, FL 33130-1523  
Raymond Santiago, Director

**Project Start Date:** Upon execution of grant agreement  
**Project End Date:** September 30, 2012

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CFDA #</u>	<u>AWARD</u>
Broadband Implementation Grant – Miami-Dade Public Library System	11-LSTA-A-02-G	45.310	\$125,000

**TERMS AND CONDITIONS:**

Complete and submit the following by May 30, 2012:

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.
- Internet Safety Certification form.
- Disclosure of Lobbying Activities form (if applicable).
- Federal Funding Accountability and Transparency Act (FFATA) Reporting form.

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

  
\_\_\_\_\_  
Judith A. Ring, Director  
Division of Library and Information Services

5-3-12  
\_\_\_\_\_  
Date

*Florida Department of State, Division of Library and Information Services  
500 South Bronough Street, Tallahassee, Florida 32399-0250, 850.245.6631*

**INTERNET SAFETY CERTIFICATION FOR APPLICANT  
PUBLIC LIBRARIES  
PUBLIC ELEMENTARY AND SECONDARY SCHOOL LIBRARIES, and  
CONSORTIA WITH PUBLIC AND/OR PUBLIC SCHOOL LIBRARIES**

As the duly authorized representative of the applicant library, I hereby certify that the library is *(check only one of the following boxes)*

A.  CIPA Compliant  
*(The applicant library has complied with the requirements of  
Section 9134(f)(1) of the Library Services and Technology Act.)*

**OR**

B.  The CIPA requirements do not apply because no funds made available under the LSTA program are being used to purchase computers to access the Internet, or to pay for direct costs associated with accessing the Internet.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Applicant Library/Program

## Federal Funding Accountability and Transparency Act (FFATA) Reporting

Subgrantees must complete the Federal Funding Accountability and Transparency Act Reporting form. The FFATA Act requires that information on federal awards and executive compensation be made available to the public through a single searchable website, [www.USASpending.gov](http://www.USASpending.gov).

### Applicability and What to Report

- A. If, in the previous fiscal year, the subgrantee's gross income from all sources was under \$300,000, it is exempt from the requirements to report:
1. Subawards, and
  2. The total compensation of the five most highly compensated executives of the subgrantee.
- B. If the subgrantee is not exempt as provided in paragraph A., the subgrantee shall report the names and total compensation of each of its five most highly compensated executives, if -
1. In the subgrantee's preceding fiscal year, the subgrantee received:
    - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrantees); and
  2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)

## **Definitions**

**Total compensation** means the cash and noncash dollar value earned by the executive during the subgrantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**Executive** means officers, managing partners, or any other employees in management positions.

**Data Universal Numbering System (DUNS) number** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (866.705.5711) or the Internet (<http://fedgov.dnb.com/webform>).

**Federal Funding Accountability and Transparency Act (FFATA) Reporting**

Name of Organization: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Check one of the following:

- The organization does not meet the applicability requirements to report the total compensation of the top five subgrantee executives and will not report total compensation for the preceding completed fiscal year.
  
- The organization meets the applicability requirements to report the total compensation of top five subgrantee executives for the preceding completed fiscal year.

	Name	Total Compensation
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

\_\_\_\_\_  
Signature (Official who can verify status of information provided)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

Florida Department of State  
Division of Library and Information Services

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative:

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Signature

Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.