

**RESOLUTION NO. 2021-129**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE APPLICATION FOR, AND THE ACCEPTANCE OF, A STATE AID TO LIBRARIES OPERATING GRANT FROM THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES, FOR THE FISCAL YEAR 2021-2022, IN AN AMOUNT BASED ON THE CITY LIBRARY'S OPERATING EXPENSES FOR FISCAL YEAR 2019-2020 AND FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A STATE AID TO LIBRARIES GRANT AGREEMENT.

**WHEREAS**, the Hialeah Public Libraries is the single library administrative unit within the City of Hialeah; and

**WHEREAS**, the Hialeah Public Libraries administers free library service to residents of the City of Hialeah; and

**WHEREAS**, pursuant to Hialeah Code, the Hialeah Public Libraries functions as a Department, which is a part of the general government of the City of Hialeah; and

**WHEREAS**, the Hialeah Public Libraries is subject to the City's fiscal, budgetary, planning, administrative, personnel policies and procedures; and

**WHEREAS**, the City is eligible to receive state aid for its free public library system through the Florida Department of State, Division of Library and Information Services, to further the guidelines and programs goals of free professional public library service of all Floridians.

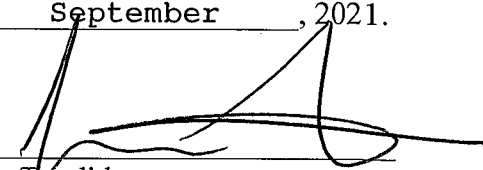
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2:** The Mayor and the City Council of the City of Hialeah, Florida hereby authorize the application for, and the acceptance of, a State Aid to Libraries Operating


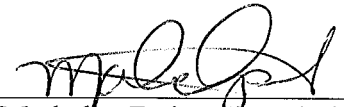
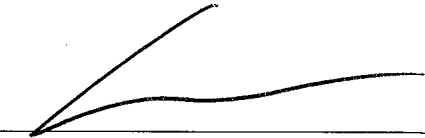
Grant from the Florida Department of State, Division of Library and Information Services, for fiscal year 2021-2022, in an amount based on the City Library's operating expenses for fiscal year 2019-2020, and further authorizing the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a State Aid to Libraries Grant Agreement.

PASSED AND ADOPTED this 28 day of September, 2021.

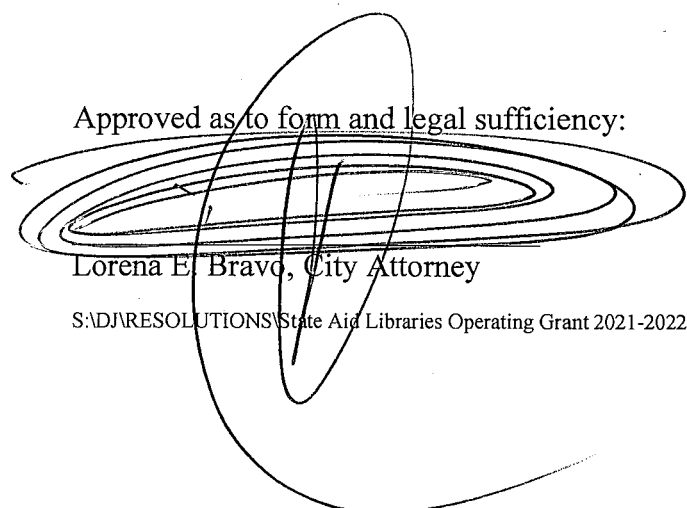
  
\_\_\_\_\_  
Jesus Tundidor  
Council President

Attest:

Approved on this 7 day of October, 2021.

  
  
\_\_\_\_\_  
Marbelys Fatjo, City Clerk  
\_\_\_\_\_  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Lorena E. Bravo, City Attorney

Resolution was adopted by 6-0-1 vote with Councilmembers, Cue-Fuente, De la Rosa, Garcia-Roves, Perez, Tundidor, and Zogby voting "Yes" and Council Member Hernandez absent.

**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
City of Hialeah for and on behalf of Hialeah Public Libraries**

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 City of Hialeah for and on behalf of Hialeah Public Libraries, 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

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:**

Grisel Torralbas  
Hialeah Public Libraries  
190 West 49th Street Hialeah Florida 33012  
Phone: 305.821.2700  
Email: gtorralbas@hialeahfl.gov

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](http://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 [flvendor.myfloridacfo.com/](http://flvendor.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,

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).

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

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.**

**Grantee:** **Department of State**

By: \_\_\_\_\_  
Chair of Governing Body or Chief Executive Officer

By: \_\_\_\_\_

\_\_\_\_\_  
Typed name and title

Amy L. Johnson, Director  
Division of Library and Information Services  
Department of State, State of Florida  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk or Chief Financial Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



## 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/>.