ACCOUNT	FY 2026 FINAL	FY 27 REQUESTED
600 STATE AID TO LIBRARIES	$450,000.00	$450,000.00
606 INTEREST	$100.00	$100.00
	$0.00	$0.00
840 SALE OF ASSETS	**$476.00**	$0.00
SPL FOL	$6,500.00	$xx
	$xx	$xx
	$457,076.00	$450,100.00

ACCOUNT	FY 2026 FINAL	FY 2026 REQUESTED
704 REGULAR SALARIES	$45,000.00	$45,000.00
705 REGULAR BENEFITS	$22,000.00	$48,000.00
707 SALARY - COORDINATOR	$21,642.00	$60,000.00
707 SALARY - ASST. COORDINATOR	$16,717.93	$xx
710 UNEMPLOYMENT	$0.00	$0.00
CA COMPENSATED ABSENCES	$10,000.00	$5,000.00
	$xx	$xx
	$115,359.93	$158,000.00

ACCOUNT	FY 2026 FINAL	FY 2026 REQUESTED
714 ACCOUNTING & AUDITING	$45,000.00	$50,000.00
718 SUNSHINE STAFFING	$0.00	$0.00
719 MANPOWER	$48,000.00	$50,000.00
722 TRAVEL & PER DIEM	$4,000.00	$2,000.00
726 COMMUNICATIONS & FREIGHT	$72,000.00	$68,000.00
730 PINK CART (LOAN ITEMS)	$21,000.00	$xx
734 INSURANCE	$2,000.00	$2,000.00
738 REPAIR & MAINT.	$4,500.00	$4,500.00
742 OTHER CHARGES	$16,500.00	$21,500.00
746 OFFICE SUPPLIES	$250.00	$150.00
750 OPERATING SUPPLIES	$26,500.00	$22,000.00
758 GAS & OIL	$7,000.00	$7,000.00
762 EDUCATION & TRAINING	$1,000.00	$1,000.00
770 SUBSCRIPTIONS	$57,000.00	$57,000.00
VAN REPLACE	$24,000.00	$xx
	$6,500.00	$xx
	$335,250.00	$285,150.00

ACCOUNT	FY 2026 FINAL	FY 2026 REQUESTED
	$6,000.00	$6,000.00
	$6,000.00	$6,000.00

TOTAL EXPENDITURES:	$456,609.93	$449,150.00
UNASSIGNED FUNDS:	$466.07	$950.00

ACCOUNT	LINE ITEM	ITEM TYPE	FY 2027 REQUESTED
714 ACCOUN	WICKS BROWN & WILLIAMS	ORGANIZATI	$21,000.00
714 ACCOUN	CLIFTONLARSENALLEN	ORGANIZATI	$20,000.00
726 COMMUN	DMS SUNCOM	ORGANIZATI	$35,000.00
726 COMMUN	CENTURYLINK - LUMEN	ORGANIZATI	$1,550.00
726 COMMUN	TMOBILE PATRON HOTSPOTS	PATRON	$49,000.00
726 COMMUN	TMOBILE STAFF HOTSPOTS	STAFF	$1,500.00
770 SUBSCRI	STREAMLINE WEBSITE	ORGANIZATI	$3,600.00
770 SUBSCRI	GOOGLE EMAIL	STAFF	$6,700.00
770 SUBSCRI	BITDEFENDER (3 YR 8/24 TO 9/27)	ORGANIZATI	$xx
770 SUBSCRI	CATEXPRESS CATALOGING	STAFF	$150.00
770 SUBSCRI	SPECIAL DISTRICT	ORGANIZATI	$175.00
770 SUBSCRI	KOHA BYWATERSOLUTIONS (1 YR 10/25 TO 9/26)	PATRON	$15,500.00
770 SUBSCRI	ENVISIONWARE (CLOUDNINE)	PATRON	$6,500.00
770 SUBSCRI	TRUIST ACCOUNT FEE	ORGANIZATI	$45.00
770 SUBSCRI	TWILIO TEXT MESSAGE SERVICE	PATRON	$2,500.00
770 SUBSCRI	AVAST ANTIVIRUS	ORGANIZATI	$50.00
770 SUBSCRI	FARONICS DEEP FREEZE (ANNUAL)	PATRON	$3,000.00
770 SUBSCRI	CISCO UMBRELLA SERVER SECURITY	ORGANIZATI	$1,500.00
770 SUBSCRI	KNOWBE4 SECURITY TRAINING	STAFF	$1,065.00
770 SUBSCRI	MALIA ANNUAL FEE	ORGANIZATI	$175.00
770 SUBSCRI	TBLC OVERDRIVE - LIBBY	PATRON	$6,000.00
770 SUBSCRI	ADOBE PRO (ANNUAL LICENSES)	STAFF	$3,000.00
770 SUBSCRI	UNIVERSAL CLASS	PATRON	$3,750.00
770 SUBSCRI	MICROSOFT OFFICE FEES	STAFF	$2,900.00
730 PINK CAI	PINK CART/INGRAM	PATRON	$xx
742 OTHER C	TBLC SET HOLIDINGS MEMBERSHIP	ORGANIZATI	$2,500.00
742 OTHER C	TBLC STATEWIDE DELIVERTY	PATRON	$10,000.00
742 OTHER C	TBLC ANNUAL MEMBERSHIP	ORGANIZATI	$3,500.00
742 OTHER C	STAFF IN-SERVICE TRAINING DAY	STAFF	$2,000.00
742 OTHER C	SWFLN MEMBERSHIP	ORGANIZATI	$3,500.00
738 REPAIR &	ROUTINE VEHICLE MAINT.	ORGANIZATI	$3,000.00
738 REPAIR &	TECHNOLOGY REPAIR	ORGANIZATI	$1,000.00
750 OPERATI	LIBRARY CARDS	PATRON	$1,500.00
750 OPERATI	CHECKS	ORGANIZATI	$135.00
750 OPERATI	ITEM BARCODES (ALL BRANCHES)	ORGANIZATI	$3,000.00
750 OPERATI	PINK CART ITEM PROCESSING	ORGANIZATI	$2,500.00
750 OPERATI	TECHNOLOGY NEEDS	ORGANIZATI	$15,000.00
750 OPERATI	MISC OPERATING SUPPLIES	ORGANIZATI	$7,500.00
			$xx

PROJECTED ACCOUNT BALANCE (AS OF)

HEARTLAND LIBRARY
COOPERATIVE

319 W. Center Ave.
Sebring, FL 33870
863-402-6716
www.myhlc.org

Heartland Library Cooperative
Annual Plan of Service
Fiscal Year 2026-2027

The Annual Plan of Service is an outline of the Cooperative's focus of activities during the year. The plan supports the goals, objectives, and action plan from the Cooperative's Long Range Plan and is supported by the Cooperative's budget as described.

The major emphasis during Fiscal Year 2027 (October 1, 2026, to September 30, 2027) will be:

- Continue work on implementing a new or updated wireless statistics module.
- Upgrade at least two patron or staff computers per library branch.
- Research the feasibility of a full-time Coordinator to replace the current model of a Coordinator who is a full-time employee of a member library.

STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND Heartland Library Cooperative for and on behalf of Heartland Library Cooperative

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 Heartland Library Cooperative for and on behalf of Heartland Library Cooperative, 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 2026-2027 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, 2024 - September 30, 2025.

   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, 2024 through June 30, 2027. The Grantee shall:

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

   b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded. Payment 1, Deliverable/Task:

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2024, through June 30, 2027. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2024 - September 30, 2025;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2024 - September 30, 2025 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

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

2. **Length of Agreement.** This Agreement covers the period of October 1, 2024 to June 30, 2027, unless terminated in accordance with the provisions of Section 30 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2024) and concludes with the end of the State of Florida's current fiscal year (June 30, 2027).

3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2024 – September 30, 2025) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.

4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Grant Programs Supervisor
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street,
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: GrantsOffice@dos.fl.gov

For the Grantee:

Kresta King
Heartland Library Cooperative
c/o Okeechobee County Public Library Attn: Kresta King 206 SW 16th St Okeechobee Florida 34974
Phone: 863.467.7764
Email: kresta@myhlc.org

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2026-2027 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 3/2022), 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/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=ef728cf_16. 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. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

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

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

   Use the following text:

   "This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State's Division of Library and Information Services."

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of October 2022), incorporated by reference, which

are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

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

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes.*

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, Florida 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.

15. **Retention of Grant 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 closeout 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 Elections, the Division of Historical Resources 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 the 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.

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. **Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. Liability. The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.

26. Prohibition of Expenditures to a Library Association. Expenditure of project funds (grant funds and local match funds) must not be used for an activity related to a library association. This prohibition does not apply to expenditure of project funds related to a library cooperative that receives state moneys under sections 257.40-257.42, Florida Statutes. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

27. Total Compensation Paid to Non-Profit Personnel. Per Section 216.1366, Florida Statutes, all non-profit organizations as defined in Section 215.97(2)(m), Florida Statutes, shall complete and return to the division within 30 days of the execution of this grant agreement the "Total Compensation Paid to Non-Profit Personnel Using State Funds" report, incorporated by reference, which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

a) Allocated to be used during the full term of the agreement for remuneration to any member of the board of directors or an officer of the contractor.

b) Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Non-Profit organization grantees shall complete a Total Compensation Paid to Non-Profit report for each required filer for the invoice period covered by the Payment Request.

The grantee shall post their reports on their website, and the public agency shall make the reports available to the public on the internet.

28. **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.

29. **Breach of Agreement.** The Division shall demand the return of grant funds already received, shall withhold subsequent payments and/or shall 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.

30. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfil 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 shall 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 shall 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.

31. **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.

32. **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.

33. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

a) Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:

1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.

2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 must follow all formal procurement processes as outlined in Section 287.057, *Florida Statutes*.

34. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

35. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

36. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of January 2023)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancelation of this Agreement.

37. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

38. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2024)), incorporated by reference).

39. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

40. **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 2026-2027 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: _____	By: _____
Chair of Governing Body or Chief Executive Officer	
Jeanne Palacios, Chair Heartland Library Cooperative	Amy L. Johnson, Director Division of Library and Information Services Department of State, State of Florida
_____	_____
Typed name and title	
8/19/26	_____
Date	Date
_____	_____
Clerk or Chief Financial Officer	Witness
8/19/26	_____
Date	Date

ATTACHMENT A

Department of Financial Services
Division of Accounting and Auditing - Bureau of Auditing

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

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

MONITORING

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

AUDITS

Part I: Federally Funded

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

1. A grantee that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the grantee 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 in 2 CFR §§200.502-503. An audit of the grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the grantee expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be

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

Part II: State Funded

Note: This part is applicable if the grantee is a nonstate entity as defined by section 215.97(2), FS.

1. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such grantee (for fiscal years ending June 30, 2017, and thereafter), the grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 691-5, 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 I to this form lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph I, the grantee 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 grantee 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. If the grantee 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 grantee's resources obtained from other than state entities).

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 form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the grantee directly to the following:

   a. The Department to State via the DOS Grants System at https://dosgrants.com.
   b. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Parts I and II of this form shall be submitted by or on behalf of the grantee directly to each of the following:

   a. The Department of State via the DOS Grants System at https://dosgrants.com.
   b. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342

Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable

4. Grantees, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the grantee in correspondence accompanying the reporting package.

Part IV: Record Retention

The grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of years specified below from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request.

Federally funded - through at least June 30, 2034.

State funded - through at least five years after the close-out of the grant and release of the audit.

The grantee shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

Federal Resources Awarded to the Grantee 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 Grantee Pursuant to this Agreement Consist of the Following:

See Attachment B.

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

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/.

ATTACHMENT B
Fiscal Year 2026-2027 State Aid to Libraries Final Grants

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
FY 2027 STATE AID TO LIBRARIES GRANT APPLICATION
CERTIFICATION OF LOCAL OPERATING EXPENDITURES

The Heartland Library Cooperative governing body for Heartland Library Cooperative

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2024 and ending September 30, 2025 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2024 and September 30, 2025:

$0

SIGNATURES

Library Finance Manager	**Single Library Administrative Head**
Brad Goodbread	**Kresta King**
Typed Name	**Typed Name**
8/19/26	**8/19/26**
Date	**Date**

FLORIDA DEPARTMENT OF STATE

DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES GRANT APPLICATION

Certification of Hours, Free Library Service and Access to Materials

The **Heartland Cooperative Governing Board**,

(Name of library governing body)

governing body for the **Heartland Library Cooperative**,

(Name of library)

hereby certifies that the following statements are true for the time period October 1, 2023 through June 30, 2027

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge.
- Provides access to materials, information and services for all residents of the area served.
- Has 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).

Signature

	8/19/26
Chair, Library Governing Body	Date
Jeannie Palacios	
Name (Typed)	

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Credentials – Single Library Administrative Head

The Heartland Library Cooperative Board,
(Name of library governing body)

governing body for the Heartland Library Cooperative
_____,
(Name of library)

hereby certifies that the incumbent single library administrative head,

Kresta King,
(Name of incumbent)

- Has completed a library education program accredited by the American Library Association.
- Has at least two years full-time paid professional experience, after completing the library education program, in a public library open to the public for a minimum of 40 hours per week.
- Is employed full time by the library's governing body.
- Is responsible for the overall management or coordination of the library within the framework established by interlocal or other agreements, plans, policies and budgets.
- Is responsible for developing a single long-range plan for all library outlets, a single annual plan of service and a budget.
- Is responsible for implementing the long-range plan, annual plan of service and budget as well as preparing reports on behalf of the library.

Signature

_____ 8/15/26
Chair, Library Governing Body — Date

Jeannie Palacios
Name (Typed)

HEARTLAND LIBRARY
COOPERATIVE

319 W. Center Ave.
Sebring, FL 33870
863-402-6716
www.myhlc.org

Heartland Library Cooperative
Governing Board Meeting Dates
Fiscal Year 2026-2027

All meetings will be held at the Lake Placid Memorial Library Meeting room at 205 W. Interlake Blvd., Lake Placid, FL 33852 at 10:30 a.m. on the designated dates.

- Wednesday, November 18, 2026
- Wednesday, February 3, 2027
- Wednesday, May 19, 2027
- Wednesday, August 18, 2027