

JOHN S. AND JAMES L. KNIGHT FOUNDATION  
GRANT AGREEMENT

**Grantee:** Leon County Board of County Commissioners

**Grant number:** 2009-0132

**Approval date:** September 14, 2009

**Grant Amount:** \$83,250 over one year

**Terms:** October 1, 2009 – October 31, 2010

**Purpose:** To purchase 150 Netbooks computers for public use in the main office and branches of the LeRoy Collins Leon County Pubic Library System.

**Grant Activities:** Purchase and install 150 Netbooks computers in the main and branch libraries to expand the library's capability to handle the increasing number of users.

**Anticipated Outcomes:** It is Knight Foundation's understanding that the following description accurately represents your organization's expectations for the outcomes of the funded project. It also is Knight Foundation's understanding that your organization agrees that the results described below are appropriate and achievable and represent the terms against which your organization will judge the success of the project.

The Leon County Library system currently has the physical capacity to add an additional 75 fixed PC computers. Through the innovative use of portable NetBook computers, the library will be able to provide access for an additional 75 patrons each hour, compared to just adding 75 new desktop computers. This translates to an additional 380,000 hours of Internet access that they will be providing the community, 190,000 more because of their use of our grants for NetBooks..

**Evaluation:** The success of the project will be determined by usage. The number of users and the amount of time using computers in the library should increase, while wait time for users should be eliminated or decline dramatically. The library will be watching these numbers carefully to understand the impact of installing Netbooks computers.

Any additional internal and/or external evaluation reports relating to this grant should be submitted to Knight Foundation.

**Communications:** As part of Leon County, the Library System has access to the public relations department of the County. The Library will work the County PR department to provide a news release to local media on the grant announcement. In addition, the County will post the story on its website.

**Conditions:**

1. Changes to any specific line item in the enclosed budget greater than 5% should be approved in writing by Knight Foundation prior to making the change.
2. The Grantee will use the funds for the purposes approved by the Foundation described in this Agreement and understand that any alternative use of funds must be authorized in advance in writing by Knight Foundation.

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3. Any significant changes in project and/or organizational leadership should be reported to Knight Foundation within 30 days of the change.
4. Grantee agrees that any equipment or technology acquired with funds from this grant shall be solely dedicated for use by the general public. Any other use by the grantee must be approved in writing by Knight Foundation.
5. As part of our support, the Knight Foundation has committed additional resources to assess the ongoing progress of the initiative. Knight Foundation will identify a third-party to design a system, in partnership with grantees, to track the implementation of the projects, surface potential challenges and improve understanding of the most effective means of supporting libraries in addressing the information needs of communities. The resources allocated to the assessment process will also be used to convene the leaders of libraries on a regular basis to learn from each other and share insights on the future of the public library system in the digital age and to strengthen business planning related to investments in technology.
6. Friends of the Leon County Public Library has agreed to serve as fiscal agent for LeRoy Collins Leon County Public Library System and will be responsible for ensuring that grant funds are expended in accordance with the approved project budget.

**Reports and payments:**

1. The full grant payment will be mailed within 60 days of Knight Foundation receiving this signed grant agreement.
2. A final report is due October 31, 2010. In addition, as fiscal agent, Friends of the Leon County Public Library, must also report on the use and disbursement of the funds.
3. All completed reports should be sent to the Director of Information Technology, Jorge Martinez with a copy to Program Director, Mike Pate..
4. These reports shall include both financial and program information in formats that the Foundation requires. They shall include a narrative account of what was accomplished by the grant, including a description of progress made toward achieving the goals of the grant and assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The narrative and financial report forms are enclosed with this agreement. Please contact your Program Director to obtain electronic versions of these documents.
5. Organizations that complete internal audits by an independent auditing firm should submit a copy of the audit results within 90 days of completion of the report during the time period listed in the terms above.
6. Grantee also shall provide the Foundation, upon request, with all information relating to the results, findings or methods, and/or publications developed under the grant. The Foundation may withhold any future payments of the grant if it has not received all reports required to be submitted by Grantee and if such reports do not meet the Foundation's reporting requirements. Any reports may be disseminated by the Foundation without the prior written consent of the Grantee.

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**Intellectual Property:** Grantee and the Foundation agree that all copyright and other interests in materials produced as a result of this grant shall be owned by the Grantee organization. To ensure the widest possible distribution of such materials and ensure that they enter and remain in the public domain, the Grantee organization and any individuals who may have some interest hereby grant to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the materials or other work products arising out of or resulting from Grantee's use of the grant funds and any earnings thereon, including all intellectual property rights, and to sublicense to third parties the rights described here. Grantee, at Foundation's request, agrees to execute any additional documents required to effect such license.

**Tax-Exempt Status:** Friends of the Leon County Public Library, acting as fiscal agent, will keep its tax-exempt status as a recognized Section 501(c)(3) and Section 509(a) organization current throughout the period of this grant and will comply with all applicable federal and state laws and regulations that govern the use of funds from private foundations to the organization. This includes but is not limited to the prohibition against activities described in Section 4945(d) of the IRS Code and limiting the use of the grant funds to the appropriate taxable purposes as described in IRS Code section 170(c)(2)(b).

**Books and Records:** Grantee shall maintain an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four years after completion of the use of this grant. Furthermore, at the request of the Foundation, Grantee shall permit reasonable access to its files, records and personnel by the Foundation (or its designated representatives) for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this grant as the Foundation deems necessary. The fees and expenses of such designated representative, solely at the request of the Foundation, shall be paid by Knight Foundation.

**Management and Investment of Grant Funds, Earnings and Appreciation:** Grantee shall invest and reinvest any funds disbursed under the grant that are not expended for the purposes of this grant including all earnings and appreciation thereof, in one or more specially designated accounts in a bank which is a member of the FDIC or investment firm which is a member of the SIPC in accordance with Grantee's governing documents and investment policies which do not conflict with this Agreement, with the laws of the State of Florida, and with Federal laws. Each account holding funds provided under the grant, and all realized earnings thereon, shall be fully insured by the FDIC to the extent permitted by law, if the funds are deposited in a bank, or by the SIPC, if the funds are invested with an investment firm. Grantee may not assess an administrative or financial management fee of any kind, or charge expenses of any kind for the costs of administering and using funds disbursed to Grantee under the Grant, unless agreed to in writing and in advance by Donor.

**Unexpended Funds:** The Foundation reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant or the content of any required written report. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to the Foundation, except where the Foundation has agreed in writing to an alternative use of the unused funds.

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**No-cost extension:** If needed, Grantee should submit a request for a no-cost extension to the program officer before the end of the grant period. The request should contain the reason for the extension, any unexpended funds identified and how the funds will be used, and the length of time requested for the extension.

**Royalties:** Any materials produced by this grant and earnings thereon shall not provide royalties or otherwise inure to the personal benefit of individuals connected with this grant. Any funds realized by Grantee or any sub-grantee from product sales must be used exclusively for this project.

**No guarantee of future funding:** The Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of Knight Foundation to continue funding beyond the terms listed in this grant agreement.

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If you agree to the terms and conditions of this grant agreement, please sign and return this document to Knight Foundation. A self-addressed envelope is enclosed for your convenience. Please keep a copy of the signed document for your grant files.

Grant payment according to the terms above will be released within 60 days of receiving this signed agreement.

**Leon County Board of County Commissioners**

Name: \_\_\_\_\_  
(Type or print name and title of person signing the acknowledgment)

Title: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized signature of senior executive officer)

**Friends of the Leon County Public Library**

Name: \_\_\_\_\_  
(Type or print name and title of person signing the acknowledgment)

Title: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized signature of senior executive officer)

All future correspondence regarding this grant should refer to grant #2009-0132.

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Please sign and return this document to:

Grants Administration  
John S. and James L. Knight Foundation  
Wachovia Financial Center, Suite 3300  
200 South Biscayne Blvd.  
Miami, FL 33131-2349