

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2006 GENERAL FUND TO RECEIVE UNANTICIPATED REVENUE AND AUTHORIZE ITS EXPENDITURE BY THE LIBRARY SYSTEM.

WHEREAS, the County operating budget was prepared prior to knowing State Library and Archives of Florida grants which may be received by the General Fund; and

WHEREAS, St. Johns County, Florida, when preparing the budget for Fiscal Year 2006, did not anticipate receiving grant monies from the State Library and Archives of Florida; and

WHEREAS, the Library System has received a grant award in the amount of \$500 from the State Library and Archives of Florida through a program entitled "Dia De Los Ninos/Dia De Los Libros" (Day of the Child/Day of the Book); and

WHEREAS, the Library System needs their recognition as current year revenues to enable the appropriation of these funds for their intended purposes;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

1. The above recitals are hereby adopted as legislative findings of fact.
2. The General Fund revenue and the Library System expenditure budgets shall be adjusted to account for unanticipated funds in the amount of \$500.
3. The Board of County Commissioners authorizes the County Administrator to enter into agreement with the State Library of Florida for this grant award.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 2nd day of April, 2006.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: James E. Bryant
James Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Grande
Deputy Clerk

**LIBRARY SERVICES AND TECHNOLOGY ACT
NOTIFICATION OF GRANT AWARD
Fiscal Year 2005-2006**

Recipient:

St. Johns County
1960 North Ponce De Leon Boulevard
St. Augustine, FL 32084

Project End Date: June 30, 2006

Mary Jane Little, Director

PROJECT

Day Of The Child / Day Of The Book
Dia De Los Niños / Dia De Los Libros

AWARD

\$500.00

TERMS AND CONDITIONS:



Mary A. Brown
Executive Director

3-9-06

Date

Pinellas Public Library Cooperative, Inc.
1330 Cleveland Street, Clearwater, Florida 33755-5103, (727)441-8408

Pinellas Public Library Cooperative, Inc.

**Day of the Child / Day of the Book
Dia DeLos Niño's / Dia De Los Libros**

GRANT AGREEMENT

AGREEMENT executed and entered into _____

BETWEEN the Pinellas Public Library Cooperative, Inc. hereinafter referred to as PPLC, and the

GRANTEE: St. Johns County

the PROJECT: Day Of The Child / Day Of The Book , Dia De Los Niño's / Dia De Los Libros Grant

the GRANT AMOUNT: \$ 500.00

released in one payment.

The funds shall be expended on or before June 30, 2006.

Unless there is a change of address, any notice required by this agreement shall be delivered to the PPLC, 1330 Cleveland Street, Clearwater, Florida 33755-5103. 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 GRANTEE agrees to meet all state requirements.

The parties agree as follows:

- I. The GRANTEE agrees to:
 - a. Administer all funds granted to it by the PPLC to carry out the project as described in the project application and revisions submitted to and approved by the PPLC. The project application and revisions are incorporated by reference.
 - b. Provide the Florida Department of State, Division of Library and Information Services with statistical, narrative, financial and other evaluative reports as requested.
 - c. Retain and make available to the Florida Department of State, Division of Library and Information Services, 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 5 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 5 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 5 year period, whichever is later.
 - e. Pay out all project funds on or before the project ending date.
 - f. Use and maintain adequate fiscal authority, control, and accounting procedures that will assure proper disbursement of, and accounting for project funds.
 - g. Perform all acts in connection with this agreement in strict conformity with all applicable State laws and regulations.
 - h. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.
 - i. Expend all grant funds received under this Agreement solely for the purposes of the project. These funds will not be used for lobbying the legislature, the judicial branch, or any state agency. Repay to

Florida Department of State, Division of Library and Information Services, any and all funds not thus expended.

- j. In the event that the GRANTEE expends a total amount of State awards (i.e., State financial assistance provided to the GRANTEE to carry out a State project) equal to or in excess of \$300,000 in any fiscal year of such GRANTEE the GRANTEE must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.550, Rules of the Auditor General. In determining the State awards expended in its fiscal year, the GRANTEE shall consider all sources of State awards, including State funds received from the Department of State, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.

In connection with the audit requirements addressed in Part k, paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a reporting package as defined by Section 215.97(2)(d), *Florida Statutes*, and Chapter 10.550, Rules of the Auditor General.

If the Grantee expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the GRANTEE expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from GRANTEE funds obtained from other than State entities).

II. The PPLC agrees to:

- a. Provide a grant in accordance with the terms of this agreement in the amount and frequency as stated above in consideration of the Grantee's performance herein under, and contingent upon funding by the State of Florida. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

III. The GRANTEE and the PPLC mutually agree that:

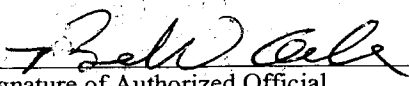
- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term 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 PPLC because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the GRANTEE shall be determined by the State Library of Florida, Division of Library and Information Services, based on the terms and conditions imposed on the GRANTEE in this agreement and compliance with the program guidelines. The PPLC shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the GRANTEE within the stated period, the PPLC shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the Grantee's control. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination.

- f. The PPLC shall unilaterally cancel this agreement if the GRANTEE refuses to allow public access to all documents or other materials subject to the provisions of chapter 119, *Florida Statutes*.
- g. Bills for services or expenses shall be maintained in detail sufficient for proper preaudit and postaudit.
- h. Any travel expenses must be maintained according to the provisions of Section 112.061, *Florida Statutes*.
- i. The PPLC shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- j. The PPLC shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act or negligence to the PPLC. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- k. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the PPLC 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.
- l. 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 it is understood by the GRANTEE that the PPLC 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.
- m. Neither the State nor any agency or PPLC waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- n. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the PPLC. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the PPLC.
- o. The GRANTEE shall not assign, sublicense or otherwise transfer its rights, duties, or obligations under this agreement without prior written consent of the Department, 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 Grantee's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another government entity pursuant to section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- p. This agreement shall bind the successors, assigns and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the PPLC.
- q. When publications, films or similar materials are developed, directly or indirectly, from a program, project, or activity supported with grant funds, any copyright resulting there from shall be held by the Department of State. The author may arrange for copyright of such materials only after approval from the PPLC. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the GRANTEE agrees to, and awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, and if applicable, the Federal Government, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
- r. No costs incurred after the completion date or other termination date of this Agreement shall be eligible as project expenditures unless specifically authorized by the Department of State, Division of Library and Information Services.

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

THE GRANTEE

PPLC

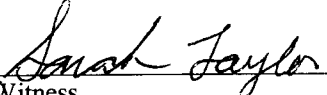


Signature of Authorized Official

BEN W. ADAMS, JR.
COUNTY ADMINISTRATOR

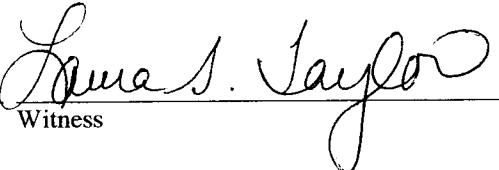
Typed Name and Title of Authorized Official

Mary A. Brown, Executive Director
Pinellas Public Library Cooperative, Inc.



Witness

Witness



Witness

Witness