

RESOLUTION NO. 2007- 244

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A STATE OF FLORIDA STATE AID TO LIBRARIES GRANT APPLICATION AND GRANT AGREEMENT, AND AUTHORIZING THE CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, the St. Johns County Board of County Commissioners, on behalf of the St. Johns County Public Library System is applying for and will receive a State of Florida State Aid to Libraries Grant; and

WHEREAS, the State Grant funds will assist St. Johns County in providing library and multimedia resources to the residents of St. Johns County; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the State of Florida State Aid to Libraries Grant Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a State of Florida State Aid to Libraries Grant Agreement, and authorizes the Chairperson of the Board of County Commissioners of St. Johns County to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4th day of September, 2007.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Pam Haltem
Deputy Clerk

By:

Ben Rich
Commissioner Ben Rich, Chair

RENDITION DATE 9/6/07

Res 07-244

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

The Applicant (Grantee) St. Johns County Board of County Commissioners
(Name of library governing body)

Governing body for St. Johns County Public Library System
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Chapter 257, *Florida Statutes* and guidelines for the State Aid to Libraries Grant Program.

- I. The Grantee agrees to:
 - a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program. Funds will not be used for lobbying the legislature, the judicial branch, or any state agency.
 - b. Provide the Division of Library and Information Services (DIVISION) with statistical, narrative, financial, and other reports as requested.
 - c. 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.
 - 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. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 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 Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. 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.

In connection with the audit requirements addressed in part e., paragraph 1, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Grantee expends less than \$500,000 in state financial assistance 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 \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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).

Information related to the requirements of Section 215.97, Florida Statutes, (the Florida Single Audit Act) and related documents may be found at www.fsaa.state.fl.us.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Grantee directly to each of the following:

A. The Department of State at the following addresses:

Department of State
Grants Office
Division of Library and Information Services
R. A. Gray Building, 2nd Floor
500 South Bronough Street
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

f. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees to:

a. Provide a grant in accordance with the terms of this agreement in consideration of the Grantee's performance hereinunder, and 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 DIVISION has no further liability to the Grantee beyond that already incurred by

the termination date. In the event of a state revenue shortfall, Operating Grants shall be reduced in accordance with Section 257.195, Florida Statutes.

- b. Notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, Florida Statutes and guidelines for the State Aid to Libraries Grant Program.
- c. Distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Comptroller upon execution of the agreement. The remaining payment will be made by June 30.

III. The Grantee and the DIVISION 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, representation, 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. The DIVISION 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*.
- f. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest, or cost of collection.
- g. The DIVISION 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 DIVISION. In addition, the Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee.
- h. The Grantee, other than a Grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities

performed under this agreement and shall investigate all claims at its own expense.

- i. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- j. 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 DIVISION. 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 venturer, or partner of the DIVISION.
- k. The Grantee shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION 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, or obligations of the Department to another governmental entity pursuant to section 20.60, 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.
- l. 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 DIVISION.
- m. This agreement shall be terminated by the DIVISION 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 Grantee shall be determined by the DIVISION, based on the terms and conditions imposed on the Grantee in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION 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 Grantee within the stated period, the DIVISION 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. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

n. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the Grantee, to its single library administrative unit. 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.

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

THE APPLICANT/GRANTEE

Ben Rich

Chair of Governing Body or
Chief Executive Officer

Ben Rich
Typed Name

9/7/07
Date

Cheryl Strickland

Clerk or Chief Financial Officer

Cheryl Strickland
Typed Name and Title of Official

8/3/07
Date

THE DIVISION

Judith A Ring

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

Typed Name

1-25-08
Date

Doge Lewis

Witness

Gretchen R. Chapman

**STATE AID TO LIBRARIES GRANT
NOTIFICATION OF GRANT AWARD
Fiscal Year 2007-2008**

Recipient:

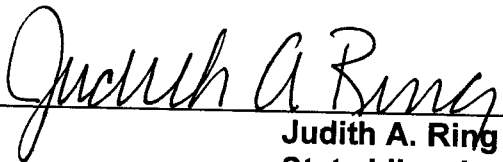
Saint Johns County Public Library
6670 U.S. 1 South
Saint Augustine, FL 32086
Mary Jane Little, Library System Director

Project Start Date: Upon execution of grant agreement

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CSFA*</u>	<u>AWARD</u>
State Aid to Libraries Grant	08-ST-72	45.030	\$166,471

The grant award represents 96% of the grant amount that a library qualified to receive in 2007-2008.

*Catalog of State Financial Assistance Number.



Judith A. Ring
State Librarian



Date

**Florida Department of State
State Library and Archives of Florida
R.A. Gray Building, Tallahassee, Florida 32399-0250
(850) 245-6620, SUNCOM 205-6620**

FY 2007-2008 State Aid to Libraries Final Grants

This table shows the State Aid to Libraries grant that each eligible library qualified to receive in 2007-2008. For 2007-2008, the available funding for State Aid grants is \$31,999,233, which is 24.1 percent of what would be required for full funding. At this level, Operating Grants pay 4.1 cents on the dollar of expenditure by a participating library during the second preceding year. Operating Grants total \$19,689,564; Equalization Grants total \$9,915,823; and Multicounty Grants total \$2,393,846.

FY 2007-2008 State Aid to Libraries Final Grants with 4% Reduction

This table shows the state mandated 4 percent reduction for each grant. These are the actual amounts that each library will receive.

COUNTY/MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
ALACHUA COUNTY	\$499,635		\$499,635	\$479,650		\$479,650
ALTAMONTE SPRINGS	\$16,211		\$16,211	\$15,562		\$15,562
BAKER COUNTY	\$5,198	\$62,645	\$67,843	\$4,990	\$60,139	\$65,129
BAY COUNTY	\$77,481		\$77,481	\$74,382		\$74,382
BOYNTON BEACH	\$72,894		\$72,894	\$69,978		\$69,978
BRADFORD COUNTY	\$17,670	\$425,180	\$442,850	\$16,963	\$408,173	\$425,136
BREVARD COUNTY	\$697,985		\$697,985	\$670,066		\$670,066
BROWARD COUNTY	\$2,517,521		\$2,517,521	\$2,416,823		\$2,416,823
CALHOUN COUNTY	\$6,229	\$151,482	\$157,711	\$5,980	\$145,422	\$151,402
CHARLOTTE COUNTY	\$130,981		\$130,981	\$125,742		\$125,742
CITRUS COUNTY	\$110,289		\$110,289	\$105,877		\$105,877
CLAY COUNTY	\$105,971	\$2,123,553	\$2,229,524	\$101,732	\$2,038,611	\$2,140,343
COLLIER COUNTY	\$320,886		\$320,886	\$308,051		\$308,051
COLUMBIA COUNTY	\$26,383	\$615,787	\$642,170	\$25,328	\$591,155	\$616,483
DELRAY BEACH	\$68,012		\$68,012	\$65,292		\$65,292
DESOTO COUNTY	\$5,492	\$64,789	\$70,281	\$5,273	\$62,197	\$67,470
DIXIE COUNTY	\$4,589	\$55,467	\$60,056	\$4,405	\$53,248	\$57,653
DUVAL COUNTY	\$1,193,413		\$1,193,413	\$1,145,676		\$1,145,676
ESCAMBIA COUNTY	\$161,609		\$161,609	\$155,145		\$155,145
FLAGLER COUNTY	\$38,605		\$38,605	\$37,060		\$37,060
FORT MYERS BEACH	\$29,990		\$29,990	\$28,791		\$28,791
FRANKLIN COUNTY	\$7,405	\$83,008	\$90,413	\$7,109	\$79,687	\$86,796
GADSDEN COUNTY	\$19,211	\$457,631	\$476,842	\$18,443	\$439,326	\$457,769
GILCHRIST COUNTY	\$3,029	\$36,611	\$39,640	\$2,908	\$35,147	\$38,055
GLADES COUNTY	\$2,566	\$30,967	\$33,533	\$2,464	\$29,728	\$32,192

COUNTY/MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
GULF COUNTY	\$6,132	\$70,966	\$77,098	\$5,886	\$68,127	\$74,013
HAMILTON COUNTY	\$8,844	\$213,335	\$222,179	\$8,490	\$204,802	\$213,292
HARDEE COUNTY	\$7,604	\$90,292	\$97,896	\$7,300	\$86,680	\$93,980
HENDRY COUNTY	\$22,933	\$264,950	\$287,883	\$22,016	\$254,352	\$276,368
HERNANDO COUNTY	\$103,109	\$990,761	\$1,093,870	\$98,984	\$951,130	\$1,050,114
HALEAH	\$97,389		\$97,389	\$93,493		\$93,493
HIGHLANDS COUNTY	\$40,428	\$433,182	\$473,610	\$38,811	\$415,855	\$454,666
HILLSBOROUGH COUNTY	\$1,506,300		\$1,506,300	\$1,446,048		\$1,446,048
HOLMES COUNTY	\$3,821	\$46,403	\$50,224	\$3,668	\$44,546	\$48,214
INDIAN RIVER COUNTY	\$167,960		\$167,960	\$161,242		\$161,242
JACKSON COUNTY	\$12,819	\$152,671	\$165,490	\$12,306	\$146,564	\$158,870
JEFFERSON COUNTY	\$5,437	\$131,711	\$137,148	\$5,219	\$126,443	\$131,662
LAFAYETTE COUNTY	\$5,398	\$131,573	\$136,971	\$5,182	\$126,310	\$131,492
LAKE COUNTY	\$291,147		\$291,147	\$279,501		\$279,501
LAKE PARK	\$15,842		\$15,842	\$15,208		\$15,208
LAKE WORTH	\$21,294		\$21,294	\$20,442		\$20,442
LANTANA	\$7,042		\$7,042	\$6,761		\$6,761
LEE COUNTY	\$1,087,058		\$1,087,058	\$1,043,576		\$1,043,576
LEON COUNTY	\$241,712		\$241,712	\$232,044		\$232,044
LEVY COUNTY	\$7,876	\$91,944	\$99,820	\$7,561	\$88,266	\$95,827
LIBERTY COUNTY	\$2,592	\$63,181	\$65,773	\$2,488	\$60,654	\$63,142
LIGHTHOUSE POINT	\$15,158		\$15,158	\$14,551		\$14,551
MADISON COUNTY	\$8,892	\$214,786	\$223,678	\$8,536	\$206,195	\$214,731
MAITLAND	\$27,605		\$27,605	\$26,501		\$26,501
MANATEE COUNTY	\$252,931		\$252,931	\$242,814		\$242,814
MARION COUNTY	\$232,650		\$232,650	\$223,344		\$223,344
MARTIN COUNTY	\$204,172		\$204,172	\$196,005		\$196,005
MIAMI-DADE COUNTY	\$2,142,968		\$2,142,968	\$2,057,249		\$2,057,249
MONROE COUNTY	\$105,494		\$105,494	\$101,274		\$101,274
NASSAU COUNTY	\$46,881	\$484,295	\$531,176	\$45,005	\$464,924	\$509,929
NEW PORT RICHEY	\$31,065		\$31,065	\$29,822		\$29,822
NORTH MIAMI	\$44,328		\$44,328	\$42,555		\$42,555

COUNTY/MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
NORTH MIAMI BEACH	\$42,750		\$42,750	\$41,040		\$41,040
NORTH PALM BEACH	\$25,893		\$25,893	\$24,857		\$24,857
OAKLAND PARK	\$35,211		\$35,211	\$33,802		\$33,802
OKALOOSA COUNTY	\$140,031		\$140,031	\$134,430		\$134,430
OKEECHOBEE COUNTY	\$11,217	\$130,708	\$141,925	\$10,768	\$125,480	\$136,248
ORANGE COUNTY	\$1,142,801		\$1,142,801	\$1,097,089		\$1,097,089
OSCEOLA COUNTY	\$290,100		\$290,100	\$278,496		\$278,496
PALM BEACH COUNTY	\$1,267,309		\$1,267,309	\$1,216,617		\$1,216,617
PALM SPRINGS	\$21,705		\$21,705	\$20,837		\$20,837
PASCO COUNTY	\$277,469		\$277,469	\$266,370		\$266,370
PINELLAS COUNTY	\$1,149,113		\$1,149,113	\$1,103,149		\$1,103,149
POLK COUNTY	\$351,640		\$351,640	\$337,574		\$337,574
PUTNAM COUNTY	\$22,047	\$248,790	\$270,837	\$21,165	\$238,839	\$260,004
SAINT JOHNS COUNTY	\$173,408		\$173,408	\$166,471		\$166,471
SAINT LUCIE COUNTY	\$177,024		\$177,024	\$169,943		\$169,943
SANTA ROSA COUNTY	\$76,679	\$759,349	\$836,028	\$73,612	\$728,975	\$802,587
SARASOTA COUNTY	\$421,563		\$421,563	\$404,701		\$404,701
SEMINOLE COUNTY	\$226,472		\$226,472	\$217,413		\$217,413
SUMTER COUNTY	\$44,073	\$485,257	\$529,330	\$42,310	\$465,847	\$508,157
SUWANNEE COUNTY	\$16,353	\$387,898	\$404,251	\$15,699	\$372,382	\$388,081
TAYLOR COUNTY	\$10,675	\$127,306	\$137,981	\$10,248	\$122,214	\$132,462
UNION COUNTY	\$4,125	\$100,533	\$104,658	\$3,960	\$96,512	\$100,472
VOLUSIA COUNTY	\$550,088		\$550,088	\$528,085		\$528,085
WAKULLA COUNTY	\$9,028	\$107,181	\$116,209	\$8,667	\$102,894	\$111,561
WALTON COUNTY	\$31,194		\$31,194	\$29,946		\$29,946
WASHINGTON COUNTY	\$6,813	\$81,631	\$88,444	\$6,540	\$78,366	\$84,906
WEST PALM BEACH	\$129,870		\$129,870	\$124,675		\$124,675
WILTON MANORS	\$18,984		\$18,984	\$18,224		\$18,224
WINTER PARK	\$101,793		\$101,793	\$97,722		\$97,722
TOTAL	\$19,689,564	\$9,915,823	\$29,605,387	\$18,901,982	\$9,519,190	\$28,421,172

COUNTY / MUNICIPALITY			TOTAL GRANT			TOTAL GRANT
MULTICOUNTY GRANTS						
CHARLOTTE GLADES LIBRARY SYSTEM			\$50,000			\$48,000
HEARTLAND LIBRARY COOPERATIVE			\$400,000			\$384,000
NEW RIVER PUBLIC LIBRARY COOPERATIVE			\$316,064			\$303,422
NORTHWEST REGIONAL LIBRARY SYSTEM			\$350,000			\$336,000
PANHANDLE PUBLIC LIBRARY COOPERATIVE SYSTEM			\$358,967			\$344,609
SUVANNEE RIVER REGIONAL LIBRARY SYSTEM			\$333,432			\$320,094
THREE RIVERS REGIONAL LIBRARY SYSTEM			\$281,857			\$270,582
WILDERNESS COAST PUBLIC LIBRARIES			\$303,526			\$291,385
TOTAL			\$2,393,846			\$2,298,092
			\$31,999,233			\$30,719,264