

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF LIBRARY AND INFORMATION SERVICES  
PUBLIC LIBRARY CONSTRUCTION**

**GRANT AGREEMENT**

This AGREEMENT, executed and entered into August 13, 2002,

BETWEEN the State of Florida, Department of State, Division of Library and Information Services, hereinafter Referred to as the DIVISION, and the Town of Hilliard, hereinafter referred to as the GRANTEE.

the PROJECT: Hilliard Branch Library

the GRANT AMOUNT: Four hundred seventy-eight thousand one hundred eighty-seven dollars (\$478,187)

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 to the Town of Hilliard, 7986 West CR 108, Hilliard, FL, 32046, for the GRANTEE. 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 DIVISION, as administrator of state funds provided under Section 257.191, *Florida Statutes*, has approved an application for public library construction funds submitted by the GRANTEE, which application is by reference herein made a part of this agreement. The GRANTEE, acting under the authority vested in it for the establishment and maintenance of a free public library, has applied for construction funds. The DIVISION and the GRANTEE are willing to cooperate for the implementation of a public library construction project.

The parties hereto agree as follows:

- I. The GRANTEE agrees:
  - A. To provide sufficient, eligible and unencumbered funds to be used for public library construction.
  - B. To provide an approved site and building plans and specifications prepared by a licensed architect. Submit the final drawings and specifications to the DIVISION for review prior to the award of a construction contract. Award a construction contract within 540 days from the date of the grant award.
  - C. To provide and maintain competent and adequate engineering or architectural supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the DIVISION.
  - D. To expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures from grant funds shall not be made for general operating expenses such as salaries, travel, personnel, or office supplies. Grant funds will not be used for lobbying the Legislature, the judicial branch or any state agency.
  - E. To submit changes in the construction contract to the DIVISION for approval if they:
    1. alter the approved building floor space or space relationships;
    2. alter the approved function or services of any part of a facility;
    3. change the location, size, or quantity of any approved fixed equipment;

4. transfer funds from the approved equipment budget to the construction budget, or vice versa;
  5. affect design life safety features of the facility or requirements for elimination of architectural barriers for the handicapped.
- F. To include in the construction contract provisions for a Performance and Payment Bond and other financial assurances as to the contractor's ability to comply with said contract provisions, pursuant to Section 255.05, *Florida Statutes*.
  - G. To establish and maintain a proper accounting system in accordance with generally accepted accounting principles.
  - H. To provide the DIVISION, through any authorized representative, access to the site and access to and the right to examine all records, books, papers, or other documents related to the PROJECT.
  - I. To notify the DIVISION of the date and time of final inspection in order to afford DIVISION participation in such inspection for purpose of concurring in the final acceptance of the building.
  - J. To provide, without discrimination, free use of the library services to all residents of the area served.
  - K. That it will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.
  - L. To comply with the Executive Order 11988, Flood Plain Management.
  - M. To comply with the provisions of Section 257.191, *Florida Statutes*, and the regulations implementing the law, including Sections 553.501-553.513, *Florida Statutes*, relating to accessibility by persons with disabilities, and the Americans with Disabilities Act of 1990.
  - N. To the use of the building exclusively for the public library purposes for which constructed or altered. A change in its use must be approved by the DIVISION.
  - O. 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 10.600, 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 DIVISION, except that State awards received by a nonstate entity for Federal program matching requiring shall be excluded from consideration.

In connection with the audit requirements addressed in the paragraph above, 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(7)(f), *Florida Statutes*, and Chapter 10.600, 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 recipient funds obtained from other than State entities).

II. The DIVISION agrees to:

- A. Provide funds, in accordance with the terms of this agreement and to the extent that the appropriation for this project is released to the DIVISION for the PROJECT. Should the GRANTEE fail to expend the amount of local funds certified in the application, the DIVISION will match the local funds on a dollar for dollar basis to a maximum of the grant award.
- B. Make payments according to the schedule contained in the Library Construction Guidelines and Application packet, subject to any special conditions stipulated by the Office of the Comptroller, State of Florida.
- C. Conduct a periodic check of the PROJECT, including participation in the final inspection, when feasible.

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 communication, representation, or agreement, 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 of provision shall be deemed stricken.
- D. The DIVISION shall demand the return of monies delivered and withhold subsequent payments if violations occur which disqualify the project from the grant under which they were provided, if monies were improperly expended or managed or if records of proper expenditure are not prepared, preserved or surrendered as required by this agreement.
- E. 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.
- F. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under this 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 DIVISION based on the terms and conditions imposed on the GRANTEE in this agreement and compliance with the program guidelines. The DIVISION shall provide the 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 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. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination.
- G. The DIVISION shall cancel this Agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the GRANTEE.

- H. 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 grant will be reduced in accordance with Section 257.195, *Florida Statutes*.
- I. Bills for fees and services must be maintained in detail sufficient for a proper preaudit and postaudit thereof.
- J. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest or the cost of collection.
- K. 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.
- L. 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.
- M. 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 by the DIVISION prior to its execution, and PROVIDED THAT it is understood by the GRANTEE that the DIVISION 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.
- N. 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.
- O. 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. 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.
- P. The GRANTEE shall not assign, sublicense or otherwise transfer its rights, duties, or obligations under this agreement without prior written consent of the DIVISION, which consent shall not be unreasonably 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, and obligations of the DIVISION 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.
- Q. 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.
- R. The term of this agreement will commence on the date of execution of the agreement.

THE GRANTEE

*David Buchanan*  
Signature of Authorized Official

THE DIVISION

*Dave Mann*  
Dave Mann, Assistant Secretary of State  
Department of State, State of Florida

David Buchanan, Mayor Town of Hilliard  
Typed Name and Title of Authorized Official

*Bob Peters*  
Witness

*Bob Peters*  
Witness

*Juan M. Blum*  
Witness

*Angela Revell*  
Witness

TOWN OF HILLIARD  
A Florida Municipality

2002 SEP - 6 AM 8:04  
OFFICE OF CLERK OF COURTS  
NASSAU COUNTY, FLORIDA

FAX TRANSMITTAL SHEET

TO: Chip Oxley FAX NO. 904 321-5705  
FROM: Lisa Purvis DATE: 9.5.02

TOWN OF HILLIARD  
POST OFFICE BOX 249  
7986 WEST COUNTY ROAD 108  
HILLIARD, FLORIDA 32046  
PHONE: (904) 845-3555 FAX: (904) 845-1221

NUMBER OF PAGES (Including This Transmittal Sheet): 2

MESSAGE: The following is the Library Construction Grant Time Line we discussed. Please provide in writing approval from N.C. to proceed following the States appropriation of funding item (6) of our inter local agreement. Also, I will be mailing you a copy of the fully executed grant agreement.

# JORDAN & ASSOCIATES

4611-3 U.S. Highway 17  
Orange Park, FL 32003

Phone : (904) 264-6203  
Fax: (904) 264-2190

**VIA FAX:** (904) 845-1221

August 30, 2002

To: Ms. Lisa Purvis, Town Clerk  
Town of Hilliard

From: Raven Hamidi  
Project Assistant

RE: Public Library Construction Grant Time Line

Dear Ms. Purvis:

Per our meeting August 29, 2002, please find below a projected time line for the above referenced project:

September, 2002:	Schedule meeting with Brian Boatwright, Steve McCullar Architects, to sign contract.
April 30, 2003:	Plans and Specs completed and sent to County and Department of State for approval.
May, 2003:	Plans and Specs under review.
June 15, 2003:	Project to go to bid.
August 15, 2003:	Award contract for construction.
February 4, 2002:	Contract for construction must be awarded.
April 4, 2002:	Library construction complete.

Construction should take 6 to 9 months.

If you have any questions or comments, please do not hesitate to contact our office.

Thanks,  
Raven

Office of the Secretary  
Office of International Relations  
Division of Elections  
Division of Corporations  
Division of Cultural Affairs  
Division of Historical Resources  
Division of Library and Information Services  
Division of Licensing  
Division of Administrative Services



State Board of Education  
Trustees of the Internal Improvement Trust Fund  
Administration Commission  
Florida Land and Water Adjudicatory Commission  
Siting Board  
Division of Bond Finance  
Department of Revenue  
Department of Law Enforcement  
Department of Highway Safety and Motor Vehicles  
Department of Veterans' Affairs

FLORIDA DEPARTMENT OF STATE

**Jim Smith**

Secretary of State

DIVISION OF LIBRARY AND INFORMATION SERVICES

MEMORANDUM

**TO:** Lisa Purvis, Town Clerk  
Town of Hilliard

**FROM:** *aly for* Marian A. Deeney, Library Program Administrator

**DATE:** August 13, 2002

**SUBJECT:** Executed Project Agreement

Project #: 03-PLC-05  
Project: Hilliard Branch Library

RECEIVED  
AUG 16 2002

Enclosed is one executed original copy of the construction project agreement noted above for your files. The other copy is being kept in our office as part of the official files for the project.

- As a reminder, (1) a contract for the construction must be awarded within 540 days from the date of the grant award; and (2) the final plans and specifications need to be approved by the Division before the project is advertised or placed on the market for bidding.
- In addition, please include the project identification number in any future correspondence with our office regarding this project.

If you have any questions or if I can be of further assistance, please feel free to contact me at (850) 245-6600.

MAD/nmn

Enclosure