

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

FY2002-2003 STATE AID TO LIBRARIES GRANT APPLICATION
Single County Library
(File by October 1, 2002)

The Nassau County Board of County Commissioners,
(name of library governing body)

governing body for the Nassau County Public Library System,
(name of county library)

hereby applies to the Division of Library and Information Services, Florida Department of State, for State Aid to Libraries grants as authorized under Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant program, for the fiscal year beginning October 1, 2002 and ending September 30, 2003.

Certification of Local Operating Expenditures

We certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2000, and ending September 30, 2001 (second previous fiscal year) for the operation and maintenance of a library under the conditions outlined in Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant program

We further certify that the amount listed below does not include any of the following:

- Funds received from the federal government
- Funds received from the state government
- 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, 2000, and September 30, 2001. (The second previous year)

\$ 610,357.11

Grant Agreement

The Applicant (Grantee) 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, creed, color, handicap, national origin, or sex. The Grantee shall insert a similar provision in all subcontracts for services by this agreement.
- d. Submit an audit or attestation statement pursuant to Section 11.45 and 215.97 Florida Statutes
- e. 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.

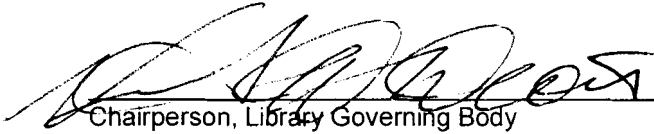
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power or remedy accruing to either party 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, which 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.

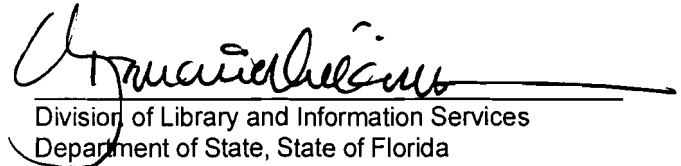
- m. This agreement shall be terminated by the DIVISION because of failure of the Grantee to fulfill its obligations under the agreement in a timely and satisfactory manner unless the Grantee demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by Grantee shall 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 the notification of grant award.

THE APPLICANT/GRANTEE

THE DIVISION


 Chairperson, Library Governing Body


 Division of Library and Information Services
 Department of State, State of Florida

Nick Deonas

 Typed Name

Barratt Wilkins, Director


 Typed Name

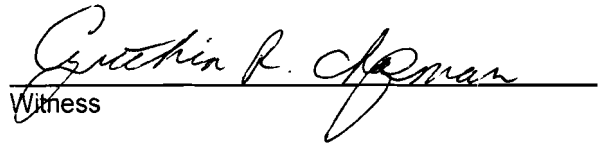
9-9-02

 Date

12-31-02

 Date


 Clerk of the Circuit Court
 (or Chief Financial Officer of County
 if responsibility is assigned to another position)


 Witness

J. M. "Chip" Oxley, Clerk of Court

 Typed Name and Title of Official

12-31-02

 Date

9-9-02

 Date

(See instructions for information to assist you in completing this form.)

EXPENDITURE CATEGORY	FUNDING SOURCES:				TOTALS
	LOCAL	STATE	FEDERAL	OTHER	
10 Personal Services	\$509,032.11	6,416.04	0	0	515,448.15
30 Operating Expenses	101,325.00	119,485.02	0	0	220,810.02
60 Capital Outlay (Non-Fixed)	0	171,841.38	0	0	171,841.38
Other					
Total funds expended for the operation & maintenance of the library	\$610,357.11 <i>(Record this amount on page 1 of form)</i>	297,742.44 **	0	0	908,099.55

60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)	0	0	0	0	0
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SIGNATURES:

** \$17,612.56 carried over to FY 2001-2002


Library finance manager

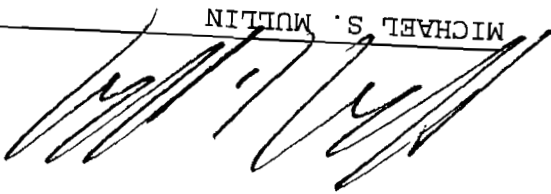
9/17/02
Date


Single library administrative head

8 August 2002

Date

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P. O. Box 1010
 Fernandina Beach, Florida 32035-1010

Nick Deonas
 David C. Howard
 Vickie Samus
 Floyd L. Vanzant
 Marianne Marshall

Dist. No. 1 Fernandina Beach
 Dist. No. 2 Fernandina Beach
 Dist. No. 3 Yulee
 Dist. No. 4 Hilliard
 Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
 Ex-Officio Clerk

MICHAEL S. MULLIN
 County Attorney

WALTER D. GOSSETT
 County Coordinator

M E M O R A N D U M

TO: Dawn Bostwick
 Director, Nassau County Public Library System

FROM: J. M. "Chip" Oxley, Jr.
 Ex-Officio Clerk *J. M. Oxley, Jr.*

SUBJECT: FY2002-2003 State Aid to Library Grant Application

DATE: September 13, 2002

* * * * *

Enclosed are two original applications for the referenced grant as approved by the Nassau County Board of County Commissioners on September 9, 2002. Please return one original to this office for our files upon execution by a representative of the State Division of Library and Information Services. We will then return a certified copy to your office.

Thank you for your assistance.

Jgb

Enclosures

*Interoffice TO
 Dawn Bostwick
 9-13-02
 g*

Nassau County Public Library System



25 N. 4th Street
Fernandina Beach, FL 32034

(904) 277-7367 voice
(904) 277-7366 fax

Dawn S. Bostwick
Director

Janet W. Loveless
Assistant Director

To: Mr. Gossett, County Coordinator

From: Dawn S. Bostwick, Librarian

Re: State Aid Application

Date: 8 August 2002

Mr. Gossett,
Please find attached State Aid Application for FY 2003.

There are two originals. Both need to be signed, but NOT dated. They will be dated in Tallahassee, and one original will be sent back to the County.

The contract appears to be the same as last year.

*Signature sk
per Mary
8-10-02
9-9-02 agenda*

02 AUG - 8 PM 1:44
RECEIVED
COUNTY COORDINATORS
OFFICE

Callahan
5266 St. Rd. 200
Callahan, FL 32011

Hilliard
205 Pecan Street
Hilliard, FL 32046

Agenda Request For: 9 September 2002

Department: Library

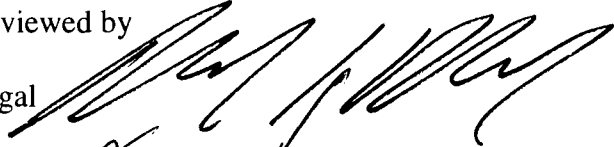

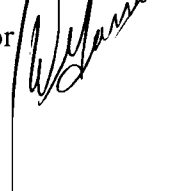
Fund: General Fund

Action requested and recommendation:
Review and sign State Aid Application for Library System.

Funding Source: General Fund

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:
State Aid provides match on every dollar spent on the library system. Estimate for State Aid for FY 2003 is \$287,975.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?
NA

Reviewed by 
Legal
Finance 
Coordinator 

02 AUG - 8 PM 1:45
COUNTY COORDINATORS
OFFICE

*Copies to Lisa
18-15-02*