RESOLUTION NO. 10-98

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE APPLICATION FOR, AND THE ACCEPTANCE OF, A STATE AID TO LIBRARIES OPERATING GRANT FROM THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES, FOR THE FISCAL YEAR 2010-2011, IN AN AMOUNT BASED ON THE CITY LIBRARY'S OPERATING EXPENSES FOR FISCAL YEAR 2008-2009 AND FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A STATE AID TO LIBRARIES GRANT AGREEMENT IN FURTHERANCE THEREOF.

WHEREAS, the City of Hialeah confirms the designation of Hialeah Public Libraries as the single library administrative unit within the City of Hialeah; and

WHEREAS, the City of Hialeah confirms that the Hialeah Public Libraries is a library system that administers free library service to residents of the City of Hialeah; and

WHEREAS, the City of Hialeah confirms that pursuant to Hialeah Code, the Hialeah Public Libraries functions as a division of the Recreation and Community Services Department, which is a part of the general government of the City of Hialeah, and thus, the Hialeah Public Libraries is subject to the City's fiscal, budgetary, planning, administrative, personnel policies and procedures; and

WHEREAS, the Library Administrator is the administrative head of the Hialeah Public Libraries, subject to the supervision of the Mayor, as Chief Executive Officer of the City, and the Mayor or designee has the authority to execute contracts on behalf of the Hialeah Public Libraries; and

WHEREAS, the City is eligible to receive state aid for its free public library system through the Florida Department of State, Division of Library and Information Services, to further the guidelines and program goals of free professional public library service for all Floridians.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The Mayor and the City Council of the City of Hialeah, Florida hereby authorize the application for, and the acceptance of, a State Aid to Libraries Operating Grant from the Florida Department of State, Division of Library and Information Services, for fiscal year 2010-2011, in an amount based on the City Library's operating expenses for fiscal year 2008-2009.

Section 3: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a State Aid to Libraries Grant Agreement in furtherance thereof.

PASSED AND ADOPTED this 28th day of September, 2010.

Carlos Hernandez
Council President

Attest:

Rafael E. Granado, City Clerk

Approved on this 29 day of September, 2010.

Mayor Julio Robaina

Approved as to legal sufficiency and as to form:

William M. Grodnick, City Attorney

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Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue, Garcia-Martinez, Gonzalez, Hernandez, and Yedra voting "Yes.

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

The Applicant (Grantee) City of Hialeah
(Name of library governing body)

Governing body for Hialeah Public Libraries
(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)(e), *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 https://apps.fldfs.com/fsaa/.

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:

Office of Inspector General
Florida Department of State
Clifton Building, Suite 320
2661 Executive Center Circle
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, 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 Chief Financial Officer 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. If any matter arising out of this Contract becomes the subject of litigation, venue shall be in Leon County.

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

_____
Chair of Governing Body or
Chief Executive Officer

Julio Robaina, Mayor
Typed Name

_____
Date

_____
Clerk or Chief Financial Officer

Alex Vega, OMB Director
Typed Name and Title of Official

_____
Date

THE DIVISION

_____
Florida Department of State
Division of Library and Information Services

_____
Typed Name

_____
Date

_____
Division Witness

_____
Date

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

The Applicant (Grantee) City of Hialeah
(Name of library governing body)

Governing body for Hialeah Public Libraries
(Name of library)

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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. If any matter arising out of this Contract becomes the subject of litigation, venue shall be in Leon County.

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THE APPLICANT/GRANTEE	THE DIVISION
_____ Chair of Governing Body or Chief Executive Officer	_____ Florida Department of State Division of Library and Information Services
Julio Robaina, Mayor Typed Name	_____ Typed Name
_____ Date	_____ Date
_____ Clerk or Chief Financial Officer	_____ Division Witness
Alex Vega, OMB Director Typed Name and Title of Official	_____ Date
_____ Date	