

Agenda Item Summary

1. **ACTION REQUESTED/PURPOSE:** Approve budget amendment resolution to amend Library Project #07-ST-27 in the amount of \$1,164,282 to recognize State Aid grant proceeds.

2. **FUNDING SOURCE:** Florida Dept. of State/State Library & Archives

PROGRAM: STATE GRANT *WRD*

3. **WHAT ACTION ACCOMPLISHES:** The budget amendment accepts \$1,164,282 as unanticipated revenue, and designates grant expenditures.

4. **MANAGEMENT RECOMMENDATION:** Approve

5. **Departmental Category:** 06

CL

6. **Meeting Date:** 13 March 2007

7. **Agenda:**

Consent

Administrative

Appeals

Public

Walk-On

8. **Requirement/Purpose:** (specify)

Statute

Ordinance

Admin. Code *AC-3-17*

Other

9. **Request Initiated:**

Commissioner

Department

Library

Division

Library

By: Sheldon Kaye, Director

Sheldon Kaye 2/16/07

10. **Background:** The Board of County Commissioners approved the application for State Aid grant funds on September 19, 2006 (Blue Sheet # 20061151). The Library Division's award for FY 2006 – 2007 is \$1,164,282.

504710	<i>EXTERNAL PRINTING WRD</i>	44,000
503460	Data Processing	66,000
503490	Other Contracted Services	123,455
504015	County-Sponsored Functions	40,000
504022	Out-of-County Travel	62,128
504615	<i>MAINTENANCE MATERIALS WRD</i>	2,000
504810	Promotional Advertising & Expenses	31,075
505270	Recreational Supplies	86,650
505280	<i>MINOR EQUIPMENT WRD</i>	3,455
505420	Memberships	9,000
506410	Furniture & Equipment	111,519
505120	General Office Supplies	10,000
506610	Books & Publications	545,000
509190	Subfund transfer	30,000

12085014800.334700.9002

11. **Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
				<i>Melody A. Baird</i>	Analyst <i>WRD</i> 2/21/07	Risk 2/21/07	Grants 2/22/07	Mgr. 2/22/07	HS 2/23/07

12. **Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: *TD*
2:00 PM
1/16
COUNTY ADMIN
FORWARDED TO:
2/26/07 - P.R.

10:00

REC'D
by CO. ATTY.
3/16/07
11:04 AM
CO. ATTY.
FORWARDED TO:
1:24 PM

RESOLUTION

Amending the Budget of the Library Services, Fund #14800 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2006-2007.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Library Services, Fund #14800 budget for \$1,164,282 of the unanticipated revenue from State Aid (Florida Department of State), and an appropriation of a like amount for library materials and other operational expenses and;

WHEREAS, the Library Services, Fund #14800 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$73,786,457
Additions		
12085014800.334700.9002	State Aid-to Libraries (FY07)	\$1,164,282
Amended Total Estimated Revenues		\$74,950,739

APPROPRIATIONS

Prior Total:		\$73,786,457
Additions		
12085014800.504710	Printing, Binding, & Copying (External)	\$44,000
12085014800.503460	Data Processing	66,000
12085014800.503490	Other Contracted Services	123,455
12085014800.504015	County Sponsored Functions	40,000
12085014800.504022	Out of Town Travel	62,128
12085014800.504615	Maintenance Materials	2,000
12085014800.504810	Promotional Advertising & Expenses	31,075
12085014800.505270	Recreational Supplies	86,650
12085014800.505280	Minor Equipment	3,455
12085014800.505420	Memberships	9,000
12085014800.506410	Furniture & Equipment	111,519
12085014800.505120	General Office Supplies	10,000
12085014800.506610	Books & Publications	545,000
GC5810114800.509190.T14806	Subfund Transfer	30,000
Amended Total Appropriations		\$74,950,739

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Library Services, Fund #14800 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

FY2006-2007 State Aid to Libraries Final Grants

This table shows the final State Aid to Libraries grant that each eligible library will receive in 2006-2007. For 2006-2007, the available funding for State Aid grants is \$31,999,233, which is 25.77 percent of what would be required for full funding. At this level, Operating Grants pay 4.6 cents on the dollar of expenditure by a participating library during the second preceeding year. Operating Grants total \$20,790,746; Equalization Grants total \$8,877,057; and Multicounty Grants total \$2,331,430.

COUNTY / MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
ALACHUA COUNTY	\$488,266		\$488,266
ALTAMONTE SPRINGS	\$18,418		\$18,418
BAKER COUNTY	\$5,829	\$62,373	\$68,202
BAY COUNTY	\$83,094		\$83,094
BOYNTON BEACH	\$69,222		\$69,222
BRADFORD COUNTY	\$10,385	\$221,831	\$232,216
BREVARD COUNTY	\$703,122		\$703,122
BROWARD COUNTY	\$2,591,495		\$2,591,495
CALHOUN COUNTY	\$6,733	\$145,303	\$152,036
CHARLOTTE COUNTY	\$125,591		\$125,591
CITRUS COUNTY	\$118,983		\$118,983
CLAY COUNTY	\$97,835	\$1,716,179	\$1,814,014
COLLIER COUNTY	\$341,416		\$341,416
COLUMBIA COUNTY	\$29,869	\$618,331	\$648,200
DELRAY BEACH	\$62,382		\$62,382
DESOTO COUNTY	\$7,248	\$76,378	\$83,626
DIXIE COUNTY	\$4,328	\$46,455	\$50,783
DUVAL COUNTY	\$1,442,935		\$1,442,935
ESCAMBIA COUNTY	\$144,707		\$144,707
FLAGLER COUNTY	\$33,935		\$33,935
FORT MYERS BEACH	\$28,738		\$28,738
FRANKLIN COUNTY	\$6,015	\$60,069	\$66,084
GADSDEN COUNTY	\$17,851	\$376,756	\$394,607
GILCHRIST COUNTY	\$3,365	\$36,114	\$39,479
GLADES COUNTY	\$1,607	\$17,232	\$18,839
GULF COUNTY	\$6,337	\$64,451	\$70,788
HAMILTON COUNTY	\$10,193	\$218,230	\$228,423
HARDEE COUNTY	\$7,664	\$80,563	\$88,227
HENDRY COUNTY	\$22,458	\$231,876	\$254,334
HERNANDO COUNTY	\$104,452	\$1,828,026	\$1,932,478
HIALEAH	\$94,903		\$94,903
HIGHLANDS COUNTY	\$32,586	\$313,797	\$346,383

COUNTY / MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
HILLSBOROUGH COUNTY	\$1,538,468		\$1,538,468
HOLMES COUNTY	\$2,656	\$28,597	\$31,253
INDIAN RIVER COUNTY	\$178,370		\$178,370
JACKSON COUNTY	\$13,115	\$138,545	\$151,660
JEFFERSON COUNTY	\$6,241	\$134,152	\$140,393
LAFAYETTE COUNTY	\$2,006	\$21,698	\$23,704
LAKE COUNTY	\$308,289		\$308,289
LAKE PARK	\$15,816		\$15,816
LAKE WORTH	\$24,231		\$24,231
LANTANA	\$7,636		\$7,636
LEE COUNTY	\$1,164,282		\$1,164,282
LEON COUNTY	\$295,023		\$295,023
LEVY COUNTY	\$10,375	\$108,190	\$118,565
LIBERTY COUNTY	\$2,278	\$24,632	\$26,910
LIGHTHOUSE POINT	\$15,746		\$15,746
MADISON COUNTY	\$8,825	\$189,211	\$198,036
MAITLAND	\$30,758		\$30,758
MANATEE COUNTY	\$263,204		\$263,204
MARION COUNTY	\$250,923		\$250,923
MARTIN COUNTY	\$207,904		\$207,904
MIAMI-DADE COUNTY	\$2,389,473		\$2,389,473
MONROE COUNTY	\$106,553		\$106,553
NASSAU COUNTY	\$30,468	\$279,557	\$310,025
NEW PORT RICHEY	\$35,105		\$35,105
NORTH MIAMI	\$34,435		\$34,435
NORTH MIAMI BEACH	\$44,526		\$44,526
OAKLAND PARK	\$32,085		\$32,085
OKALOOSA COUNTY	\$163,410		\$163,410
OKEECHOBEE COUNTY	\$13,121	\$135,805	\$148,926
ORANGE COUNTY	\$1,252,782		\$1,252,782
OSCEOLA COUNTY	\$272,260		\$272,260
PALM BEACH COUNTY	\$1,349,497		\$1,349,497
PALM SPRINGS	\$21,764		\$21,764
PASCO COUNTY	\$297,859		\$297,859
PINELLAS COUNTY	\$1,295,717		\$1,295,717
POLK COUNTY	\$350,522		\$350,522
PUTNAM COUNTY	\$23,069	\$230,025	\$253,094
SAINT JOHNS COUNTY	\$178,395		\$178,395
SAINT LUCIE COUNTY	\$184,688		\$184,688

COUNTY / MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
SANTA ROSA COUNTY	\$44,205	\$397,324	\$441,529
SARASOTA COUNTY	\$432,660		\$432,660
SEMINOLE COUNTY	\$228,337		\$228,337
SUMTER COUNTY	\$37,748	\$372,358	\$410,106
SUWANNEE COUNTY	\$16,462	\$347,074	\$363,536
TAYLOR COUNTY	\$10,815	\$114,590	\$125,405
UNION COUNTY	\$3,723	\$80,499	\$84,222
VOLUSIA COUNTY	\$563,998		\$563,998
WAKULLA COUNTY	\$8,723	\$91,877	\$100,600
WALTON COUNTY	\$32,699		\$32,699
WASHINGTON COUNTY	\$6,446	\$68,959	\$75,405
WEST PALM BEACH	\$126,506		\$126,506
WILTON MANORS	\$18,187		\$18,187
WINTER PARK	\$116,400		\$116,400
TOTAL	\$20,790,746	\$8,877,057	\$29,667,803
MULTICOUNTY GRANTS			
CHARLOTTE GLADES LIBRARY SYSTEM			\$50,000
HEARTLAND LIBRARY COOPERATIVE			\$400,000
NEW RIVER PUBLIC LIBRARY COOPERATIVE			\$293,320
NORTHWEST REGIONAL LIBRARY SYSTEM			\$350,000
PANHANDLE PUBLIC LIBRARY COOPERATIVE SYSTEM			\$344,355
SUWANNEE RIVER REGIONAL LIBRARY SYSTEM			\$327,094
THREE RIVERS REGIONAL LIBRARY SYSTEM			\$271,076
WILDERNESS COAST PUBLIC LIBRARIES			\$295,585
TOTAL			\$2,331,430

**STATE AID TO LIBRARIES GRANT
NOTIFICATION OF GRANT AWARD
Fiscal Year 2006-2007**

Recipient:

Project Start Date: Upon execution of grant agreement

Lee County Library System
2345 Union Street
Fort Myers, FL 33901
Sheldon Kaye, Director

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CSFA*</u>	<u>AWARD</u>
State Aid to Libraries Grant	07-ST-27	45.030	\$1,164,282

*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*



FLORIDA DEPARTMENT OF STATE

CHARLIE CRIST
Governor

STATE LIBRARY AND ARCHIVES OF FLORIDA

KURT S. BROWNING
Secretary of State

MEMORANDUM

TO: Sheldon Kaye, Director
Lee County Library System

FROM: Judith A. Ring, State Librarian *js*

DATE: February 9, 2007

SUBJECT: State Aid to Libraries Grant Program

State Library and Archives of Florida staff have reviewed the FY2006-2007 State Aid to Libraries grant application submitted by your library. I am pleased to inform you that your library has met all of the requirements of Chapter 1B-2.011, *Florida Administrative Code*.

A copy of the executed grant agreement and a Notification of Grant Award form is enclosed for your files. The first grant payment has been requested. The attached list shows the grants that libraries will receive during FY2006-2007.

If you need additional information or clarification, please contact Marian Deeney, who manages the State Aid to Libraries grant program, at 850.245.6620 or mdeeney@dos.state.fl.us.

Enclosures

pc: Faye Roberts, Liaison Consultant

DIRECTOR'S OFFICE

R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
850.245.6600 • FAX: 850.245.6735 • TDD: 850.922.4085 • <http://dlis.dos.state.fl.us>

COMMUNITY DEVELOPMENT
850.245.6600 • FAX: 850.245.6643

STATE LIBRARY OF FLORIDA
850.245.6600 • FAX: 850.245.6744

STATE ARCHIVES OF FLORIDA
850.245.6741 • FAX: 850.488.4894

LEGISLATIVE LIBRARY SERVICE
850.488.2853 • FAX: 850.488.9879

RECORDS MANAGEMENT SERVICES
850.245.6750 • FAX: 850.245.6795

ADMINISTRATIVE CODE AND WEEKLY
850.245.6270 • FAX: 850.245.6282

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

The Applicant (Grantee) Lee County Board of County Commissioners
(Name of library governing body)

Governing body for Lee County 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.

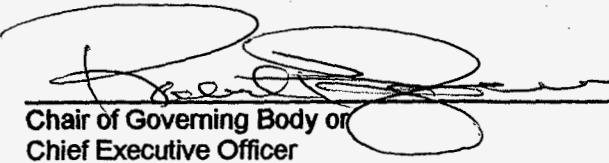
- i. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- j. The Grantee, its officers, agents, and employees, in performance of this agreement, shall act in the 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.

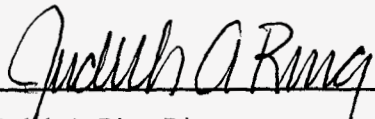
n. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the Grantee, to its single library administrative unit. In the event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

THE DIVISION


Chair of Governing Body or
Chief Executive Officer

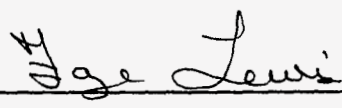

Judith A. Ring, Director
Division of Library and Information Services
Department of State, State of Florida

Tammara Hall
Typed Name Typed Name

9/19/06
Date

2-9-07
Date



Clerk or Chief Financial Officer Witness



Charlie Green, Clerk of Courts
Typed Name and Title of Official Date



9/19/06
Date

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY