	Lee County Board Of County Commissioners Agenda Item Summary Blue Sheet No. 20040153								
1. <u>REQUEST</u>	ED MOTION:		Ager	ida item Su	mmary	Bille	Sneet NO.	20040 100	
	<u>UESTED</u> : Appr o recognize St				ion to ame	nd Library Projec	t #0737 in	the amount of	
WHY ACTION	IS NECESSAF	<u> RY</u> : Budget a	amendm	ents must b	e adopted	by resolution.			
	N ACCOMPLIS		udget ar	mendment a	accepts \$1.	,525,157 as unan	ticipated re	evenue, and	
				Cla	A	3. MEETING I	DATE:	-09-2004	
COMMISSION DISTRICT #: 4. <u>AGENDA</u> :		5	5. <u>REQUIREMENT/PURPOSE</u> : (Specify)			6. <u>REQUEST</u>	6. REQUESTOR OF INFORMATION:		
X CONSENT ADMINISTRATIVE APPEALS PUBLIC WALK ON			STATUTE ORDINANCE ADMIN. CODE AC-3-17 OTHER		A. COMMISSIONER B. DEPARTMENT C. DIVISION BY:				
	REQUIRED:								
#20031051). The Library Division's award for FY 2003-2004 is \$1,525,157. 503190 – Other Professional Services \$ 20,000 503490 – Other Contracted Services \$ 200,000 504015 – County Sponsored Functions \$ 70,000 504022 – Out of County Travel \$ 10,000 504710 – Printing, Binding, Copying \$ 20,000 505120 – Office Supplies \$ 25,000 505280 – Minor Equipment \$ 244,705 505410 – Memberships \$ 50,000 506410 – Furniture & Equipment \$ 400,000 506610 – Books & Publications \$ 435,452 509190 – Subfund Transfer \$ 50,000 30202 \$ 50,000									
				COMMEND	ED APPRO		<u> </u>		
A Department Director	B Purchasing or Contracts	C Human Resource s	D Other	E County Attorney		F Budget Services CiffM 2/26/04		G County Manager	
Gone this acre				KUS	18.1	Non Risk	GC PS	INVER	
3/23/04				2423103	2204	appl	2.2	- dar	
10. <u>COMMIS</u>	<u>SION ACTION</u> : 	APPROV DENIED DEFERR OTHER	ED	Rec . Date : T fine :		•	COUNTY AD COUNTY AD COUNTY AD FORWARDEN MOL	MIM: (232-7 MIN D TO: (
L				Forward	rdeg To: Asmini 23/04		NOD	<u>n</u>	

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RESOLUTION#

Amending the Budget of the Library Services, Fund #14800 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2003-2004.

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 \$1,525,157 of the unanticipated revenue from State Aid (Florida Department of State) and an appropriation of a like amount for library material and related 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: Additions		\$61,763,529
12073714800.334700.9002	Library State Aid (FY 04)	\$1,525,157
Amended Total Estimated Revenues		\$63,288,686
	APPROPRIATIONS	
Prior Total:		\$61,763,529
Additions		
12073714800.503190	Other Professional Services	\$20,000
12073714800.503490	Other Contracted Services	\$200,000
12073714800.504015	County Sponsored Functions	\$70,000
12073714800.504022	Out of County Travel	10,000
12073714800.504710	Printing, Binding, Copying	20,000
12073714800.505120	Office Supplies	25,000
12073714800.505280	Minor Equipment	244,705
12073714800.505410	Memberships	50,000
12073714800.506410	Furniture & Equipment	400,000
12073714800.506610	Books & Publications	435,452
GC5810114800.509190.T14806	Subfund Tansfer	50,000
Amended Total Appropriations		\$63,288,686

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 _____, 2004.

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

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FORWARD WITH AGREEMENT AND BLUE SHEET ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE						
		AT A GLANC WARD INFORMATION	<i>,</i> C			
 County Grant ID (project #); 	. County Grant ID (project #): 0737					
2. Title of Grant:	State Aid To Libraries					
3. Amount of Award:	\$1,525,157					
4. Amount of Match Required:	\$0	\$0				
5. Type of Match: (cash, in-kind etc)	n/a					
6. SOURCE OF GRANT FUNDS &	CATALOG N	UMBER:				
FEDERAL 🗌 CFDA #0		STATE 🛛 CSFA #4	5.030			
7. Agency Contract Number:	04-ST-26					
8. Contract Period: Be	gin Date: 10/1	/03 End	Date: 9/30/04			
9. Name of Subrecipient(s)						
10. Business Unit(s):	12073714800					
11. Scope of Grant: (describe proje for the operating and maintenance o		Aid to Libraries grant	is to supplement local funds			
12. Has this Grant been Funded Bef	ore? 🛛 YES	NO If YES WI	nen? FY 2002-2003 & prior			
13. Is Grant Funding Anticipated in	1 Subsequent Y	ears? 🛛 YES				
14. If Grant Funding Ends Will This Program Be Continued at County Expense?						
1st Year 4 th Year	2 nd Year 5 th Year		3 rd Year			
4 Year Check Box if Additional Info is provided in <i>Comment Sect</i>	rmation on Pro	ogram and Budget Imp	act			
A <u>DMINISTERING DEPARTMI</u>	ENT INFORM	ATION				
1. Department: Library 2. Contacts:						
Program Mgr. Lisa Kiesel Phone #: 239-461-2913			-2913			
Fiscal Mgr. Lisa Kiesel Phone #:239-461-2913						
Page 1 of 2						

GRANTOR AGENCY INFORMATION (The agency you signed this agreement with)
1. Grantor Agency: Florida Department of State
2. Program Title/Division: Division of Library and Information Services
3. Agency Contact: Marian Deeney
4. Phone Number: 850-245-6620
5. Mailing Address: RA Gray Building Tallahassee, FL 32399-0250
SOURCE OF FUNDS
1. Original Funding Source: Division of Library and Information Services (name of agency where funding originated from)
2. Pass Through Agency:
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOTthen from STATE DOT to Lee County DOT STATE of FL DOT is the pass-through agency).
3. Additional Information for Other Agencies Involved:
3a. Is the County a Grantee or Subrecipient in #3 above: Grantee
REPORTING REQUIREMENTS
1. Does this grant require a separate subfund? YES NO (Example: you need to return interest earnings) NO
Please Explain:
2. Is funding received in advance? YES NO YES NO Grantor Agency Information)
COMMENTSINSTRUCTIONS:
Page 2 of 2



RECEIVEI JAN 1 3 2004 BY:

FLORIDA DEPARTMENT OF STATE

Glenda E. Hood

Secretary of State DIVISION OF LIBRARY AND INFORMATION SERVICES

MEMORANDUM

TO: Cynthia N. Cobb, Director Lee County Library System

FROM: Judith A. Ring, State Librarian ₩

DATE: January 8, 2004

SUBJECT: State Aid to Libraries Grant Program

State Library and Archives of Florida staff have reviewed the FY2003-2004 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 FY2003-2004.

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

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 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 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 10.550, 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 Florida Department of State, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.

In connection with the audit requirements addressed in Section e, paragraph 1, 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(2)(d), *Florida Statutes*, and Chapter 10.550, 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 GRANTEE funds obtained from other than State entities).

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.
- I. 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 of Chief Executive Officer

Ray Judah, Chairman

Typed Name

9/23/03

Date

HE DIVISION Dave Mann

Deputy Secretary of State/Custodian of State Records Department of State, State of Florida

Typed Name 1/6/04 my Wodward Date

CHARLIE GREEN, CLERK OF CIRCUIT COURT Mchil Witness **Clerk or Chief Financial Officer**

Cooper Deputy Clerk vped Name and Title of Official Date

Date

1/10

APPROVED AS TO FORM:

Office of the County Attorney

STATE AID TO LIBRARIES GRANT NOTIFICATION OF GRANT AWARD Fiscal Year 2003-2004

Recipient:

Project Start Date: Upon execution of grant agreement

Lee County Library System 2345 Union St. Fort Myers, FL 33901 Cynthia N. Cobb, Director

<u>PROJECT</u>

PROJECT #

<u>CSFA*</u>

AWARD

State Aid to Libraries Grant

04-ST-26

45.030

\$1,525,157

*Catalog of State Financial Assistance Number

ling

State Librarian

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

FY2003-2004 State Aid to Libraries Final Grants

This table shows the final State Aid to Libraries grant that each eligible library will receive in 2004. For 2004, the available funding for State Aid grants is \$31,849,233 which is 32.7% of what would be required for full funding. At this level, Operating Grants pay 7 cents on the dollar of expenditure by a participating library during the second preceding year. Operating Grants total \$24,580,057, Equalization Grants total \$4,931,677, and Multicounty Grants total \$2,337,499.

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COUNTY / MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
ALACHUA COUNTY	675,877	· · · · · · · · · · · · · · · · · · ·	675,877
ALTAMONTE SPRINGS	22,883		22,883
BAKER COUNTY	8,103	57,002	65,105
BAY COUNTY	112,138		112,138
BRADFORD COUNTY	11,293	78,913	90,206
BREVARD COUNTY	902,512		902,512
BROWARD COUNTY	3,222,905		3,222,905
CALHOUN COUNTY	9,425		142,723
CHARLOTTE COUNTY	142,629		142,629
CITRUS COUNTY	126,304		126,304
CLAY COUNTY	103,223		103,223
COLLIER COUNTY	483,135		483,135
COLUMBIA COUNTY	42,183	569,498	611,681
DELRAY BEACH	99,985		99,985
DESOTO COUNTY	11,281	78,020	89,301
DIXIE COUNTY	3,751	26,454	30,205
DUVAL COUNTY	1,238,343		1,238,343
ESCAMBIA COUNTY	192,999		192,999
FLAGLER COUNTY	39,381	240,573	279,954
FORT MYERS BEACH	49,438		49,438
FRANKLIN COUNTY	6,730	45,833	52,563
GADSDEN COUNTY	21,845	301,014	322,859
GILCHRIST COUNTY	4,404	31,032	35,436
GLADES COUNTY	2,834	19,918	22,752
GULF COUNTY	4,590	31,519	36,109
HAMILTON COUNTY	13,537	189,682	203,219
HARDEE COUNTY	10,331	70,758	81,089
HENDRY COUNTY	29,549	199,249	228,798
HERNANDO COUNTY	138,186		138,186
HIALEAH	104,680		104,680
HIGHLANDS COUNTY	38,351	240,126	278,477

December 16, 2003

COUNTY / MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
HILLSBOROUGH COUNTY	1,623,437		1,623,437
HOLMES COUNTY	3,471	24,512	27,983
INDIAN RIVER COUNTY	266,543		266,543
JACKSON COUNTY	17,591	121,047	138,638
JEFFERSON COUNTY	10,903	153,577	164,480
LAFAYETTE COUNTY	5,998		91,172
LAKE COUNTY	377,188		377,188
LEE COUNTY	1,525,157		1,525,157
LEON COUNTY	338,499		338,499
LEVY COUNTY	15,283	104,695	119,978
LIBERTY COUNTY	3,318	47,118	50,436
LIGHTHOUSE POINT	25,218		25,218
MADISON COUNTY	10,973	154,328	165,301
MANATEE COUNTY	354,417		354,417
MARION COUNTY	301,037		301,037
MARTIN COUNTY	241,209		241,209
MIAMI-DADE COUNTY	2,553,022		2,553,022
MONROE COUNTY	143,028		143,028
NASSAU COUNTY	50,287	301,576	351,863
NEW PORT RICHIE	41,208		41,208
NORTH MIAMI	58,466		58,466
NORTH MIAMI BEACH	63,834		63,834
OAKLAND PARK	47,113		47,113
OKALOOSA COUNTY	188,851		188,851
OKEECHOBEE COUNTY	15,550	106,334	121,884
ORANGE COUNTY	1,506,792		1,506,792
OSCEOLA COUNTY	288,932		288,932
PALM BEACH COUNTY	1,856,940		1,856,940
PASCO COUNTY	366,706		366,706
PINELLAS COUNTY	1,582,629		1,582,629
POLK COUNTY	438,332	2	438,332
PUTNAM COUNTY	31,317	201,957	233,274
SAINT JOHNS COUNTY	193,001		193,001
SAINT LUCIE COUNTY	212,598	3	212,598
SANTA ROSA COUNTY	53,220	306,083	359,303
SARASOTA COUNTY	518,793	3	518,793
SEMINOLE COUNTY	333,019		333,019
SUMTER COUNTY	29,196	5 193,602	222,798
SUWANNEE COUNTY	22,004	304,417	326,421
TAYLOR COUNTY	16,730	115,678	132,408

December 16, 2003

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COUNTY / MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
UNION COUNTY	4,963	70,422	75,385
VOLUSIA COUNTY	631,141		631,141
WAKULLA COUNTY	9,636	67,269	76,905
WALTON COUNTY	39,186	222,215	261,401
WASHINGTON COUNTY	5,542		44,326
WEST PALM BEACH	168,528		168,528
WINTER PARK	116,426		116,426
TOTAL	\$24,580,057	\$4,931,677	\$29,511,734
MULTICOUNTY GRANT	S		
CHARLOTTE GLADES LIBR			50,000
HEARTLAND LIBRARY COO	·····		400,000
NEW RIVER PUBLIC LIBRA		284,779	
NORTHWEST REGIONAL L		350,000	
PANHANDLE PUBLIC LIBRA	327,163		
SUWANNEE RIVER REGION			316,413
THREE RIVERS REGIONAL	Л	270,208	
WEST FLORIDA REGIONAL		50,000	
WILDERNESS COAST PUBL		288,936	
TOTAL	· · · · · · · · · · · · · · · · · · ·		2,337,499
			\$31,849,233
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