

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20030060

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve budget amendment resolution to amend Library Project #0702 in the amount of \$1,087,679 to recognize State Aid grant proceeds.

**WHY ACTION IS NECESSARY:** Budget amendments must be adopted by resolution.

**WHAT ACTION ACCOMPLISHES:** The budget amendment accepts \$1,087,679 as unanticipated revenue, and designates grant expenditures.

**2. DEPARTMENTAL CATEGORY:**  
**COMMISSION DISTRICT #:**

*C6C*

**3. MEETING DATE:** *02-04-2003*

**4. AGENDA:**

**5. REQUIREMENT/PURPOSE:**  
(Specify)

**6. REQUESTOR OF INFORMATION:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

- STATUTE
- ORDINANCE
- ADMIN. CODE *AC-3-17*
- OTHER

- A. COMMISSIONER
- B. DEPARTMENT
- C. DIVISION *Cynthia N Cobb*
- BY:

**7. BACKGROUND:**

The Board of County Commissioners approved the application for State Aid grant funds on 9/24/02 (Blue Sheet #20021034). The Library Division's award for FY 2002-2003 is \$1,087,679.

503190 - Other Professional Services	\$ 10,000
503490 - Other Contracted Services	\$ 91,679
504005 - Public Transportation	\$156,000
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	\$180,000
506410 - Furniture & Equipment	\$180,000
506610 - Books & Publications	\$315,000
509190 - Suifund Transfer	\$ 30,000

12070214800.334700.9002

*J.R.N.*

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resource s	D Other	E County Attorney	F Budget Services				G County Manager
<i>Cynthia N Cobb</i> <i>1/15/03</i>				<i>J.R.N.</i> <i>1/15/03</i>	QA <i>J.R.N.</i> <i>1/22/03</i>	OM <i>J.R.N.</i> <i>1/23/03</i>	Risk <i>J.R.N.</i> <i>1/23/03</i>	GC <i>J.R.N.</i> <i>1/23/03</i>	<i>J.R.N.</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>1-15-03</i>
Time: <i>4:06</i>
Forwarded To: <i>Ch. Admin</i> <i>1-15-03 4:06</i>

RECEIVED COUNTY CLERK
<i>1/15 4:24</i>
COUNTY ADMIN. FORWARDED TO: <i>BH</i>
<i>1/23 3:50</i>

**RESOLUTION #**

Amending the Budget of the Library Services, Fund #14800 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2002-2003.

**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 budget for \$1,087,679 of the unanticipated revenue from State Aid (Florida Department of State) and an appropriation of a like amount for library materials and related expenses and;

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

<b>ESTIMATED REVENUES</b>		
Prior Total:		\$56,266,844
Additions		
12070214800.334700.9002	Library State Aid (FY 03)	\$1,087,679
Amended Total Estimated Revenues		\$57,354,523

<b>APPROPRIATIONS</b>		
Prior Total:		\$56,266,844
Additions		
12070214800.503190	Other Professional Services	\$10,000
12070214800.503490	Other Contracted Services	\$91,679
12070214800.504005	Public Transportation	\$156,000
12070214800.504015	County Sponsored Functions	\$70,000
12070214800.504022	Out of County Travel	\$10,000
12070214800.504710	Printing, Binding, Copying	\$20,000
12070214800.505120	Office Supplies	\$25,000
12070214800.505280	Minor Equipment	\$180,000
12070214800.506410	Furniture & Equipment	\$180,000
12070214800.506610	Books & Publications	\$315,000
GC5810114800.509190.T14806	Subfund Transfers	\$30,000
Amended Total Appropriations		\$57,354,523

**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 \_\_\_\_\_, 2003.

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

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

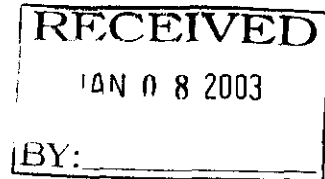
FLORIDA DEPARTMENT OF STATE

**Jim Smith**

Secretary of State

DIVISION OF LIBRARY AND INFORMATION SERVICES

MEMORANDUM



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

**FROM:** Barratt Wilkins, State Librarian

**DATE:** January 3, 2003

**SUBJECT:** State Aid to Libraries Grant Program

State Library staff have reviewed the FY2002-2003 State Aid 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 FY2002-2003.

If you need additional information or clarification, please contact Marian Deeney, who manages the State Aid to Libraries grant program for the Division, at (850) 245-6620.

Enclosure

STATE LIBRARY OF FLORIDA

R.A. Gray Building • Tallahassee, Florida 32399-0250 • (850) 245-6600

FAX: (850) 488-2746 • TDD: (850) 922-4085 • <http://www.dos.state.fl.us>

LEGISLATIVE LIBRARY SERVICE    RECORDS MANAGEMENT SERVICES    FLORIDA STATE ARCHIVES

(850) 488-2812 • FAX: (850) 488-9879    (850) 487-2180 • FAX: (850) 413-7224    (850) 245-6700 • FAX: (850) 488-4894

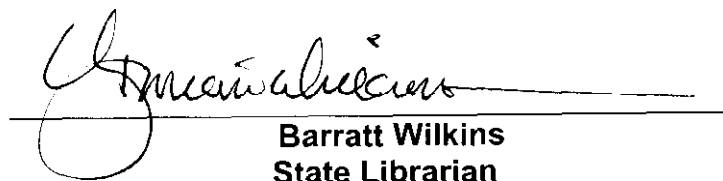
**STATE AID TO LIBRARIES GRANTS  
NOTIFICATION OF GRANT AWARD  
Fiscal Year 2002-2003**

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

**Project Start Date:** Upon execution of grant agreement

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CSFA*</u>	<u>AWARD</u>
State Aid to Libraries Grant	03-ST-25	45.030	\$1,087,679

\*Catalog of State Financial Assistance Number

  
\_\_\_\_\_  
Barratt Wilkins  
State Librarian

12-20-02  
Date

## FY2002-2003 State Aid to Libraries Final Grants

This table shows the final State Aid to Libraries grant that each county and multicounty library will receive in 2003. For 2003, the available funding for State Aid grants is \$32,400,000 which is 33.2% of what would be required for full funding. At this level, Operating Grants pay 8.3 cents on the dollar of expenditure by a participating library during the second preceding year. Operating Grants total \$25,451,040, Equalization Grants total \$4,624,401, and Multicounty Grants total \$2,324,559.

COUNTY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
ALACHUA	702,659		702,659
BAKER	8,932	52,970	61,902
BAY	123,056		123,056
BRADFORD	13,000	76,507	89,507
BREVARD	1,013,979		1,013,979
BROWARD	3,240,782		3,240,782
CALHOUN	10,991	130,963	141,954
CHARLOTTE	158,469		158,469
CITRUS	141,507		141,507
CLAY	117,392		117,392
COLLIER	416,179		416,179
COLUMBIA	47,113	534,399	581,512
DADE	2,936,679		2,936,679
DESOTO	8,083	46,937	55,020
DIXIE	4,882	29,038	33,920
DUVAL	1,355,550		1,355,550
ESCAMBIA	222,275		222,275
FLAGLER	38,763	201,848	240,611
FRANKLIN	8,387	48,523	56,910
GADSDEN	24,672	286,400	311,072
GILCHRIST	5,322	31,590	36,912
GLADES	3,179	18,808	21,987
GULF	6,203	36,014	42,217
HAMILTON	14,525	171,084	185,609
HARDEE	13,117	75,999	89,116
HENDRY	32,713	184,649	217,362
HERNANDO	148,974		148,974
HIGHLANDS	47,830	250,695	298,525
HILLSBOROUGH	1,867,729		1,867,729
HOLMES	3,689	21,929	25,618

COUNTY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
INDIAN RIVER	250,909		250,909
JACKSON	23,559	273,350	296,909
JEFFERSON	9,852	116,892	126,744
LAFAYETTE	2,239	13,386	15,625
LAKE	445,543		445,543
LEE	1,087,679		1,087,679
LEON	363,449		363,449
LEVY	11,816	68,137	79,953
LIBERTY	4,115	49,239	53,354
MADISON	11,707	138,708	150,415
MANATEE	386,232		386,232
MARION	309,031		309,031
MARTIN	254,346		254,346
MONROE	159,894		159,894
NASSAU	50,718	263,436	314,154
OKALOOSA	196,870		196,870
OKEECHOBEE	21,134	121,660	142,794
ORANGE	1,616,400		1,616,400
OSCEOLA	277,869		277,869
PALM BEACH	2,304,358		2,304,358
PASCO	427,062		427,062
PINELLAS	1,638,056		1,638,056
POLK	475,142		475,142
PUTNAM	37,712	203,609	241,321
SAINT JOHNS	195,968		195,968
SAINT LUCIE	249,088		249,088
SANTA ROSA	54,750	266,277	321,027
SARASOTA	575,748		575,748
SEMINOLE	402,546		402,546
SUMTER	29,773	167,177	196,950
SUWANNEE	25,396	295,295	320,691
TAYLOR	16,163	94,141	110,304
UNION	6,561	78,448	85,009
VOLUSIA	738,678		738,678
WAKULLA	9,639	56,768	66,407
WALTON	38,543	184,947	223,490
WASHINGTON	5,864	34,578	40,442
TOTAL	\$25,451,040	\$4,624,401	\$30,075,441

## MULTICOUNTY GRANTS

CHARLOTTE GLADES LIBRARY SYSTEM	\$50,000
HEARTLAND LIBRARY COOPERATIVE	\$400,000
NEW RIVER PUBLIC LIBRARY COOPERATIVE	\$284,289
NORTHWEST REGIONAL LIBRARY SYSTEM	\$350,000
PANHANDLE PUBLIC LIBRARY COOPERATIVE SYSTEM	\$329,614
SUWANNEE RIVER REGIONAL LIBRARY SYSTEM	\$312,132
THREE RIVERS REGIONAL LIBRARY SYSTEM	\$264,974
WEST FLORIDA REGIONAL LIBRARY	\$50,000
WILDERNESS COAST PUBLIC LIBRARIES	\$283,550
<b>TOTAL</b>	<b>\$2,324,559</b>

December 19, 2002

**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 Lee County Board of County Commissioners  
(name of library governing body)

governing body for the Lee County 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)***

\$ 13,089,597

C6E  
9-24-02



## **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.

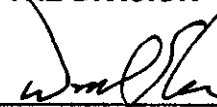
- m. This agreement shall be terminated by the DIVISION because of failure of the Grantee to fulfill its obligations under the agreement in a timely and satisfactory manner unless the Grantee demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by Grantee shall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

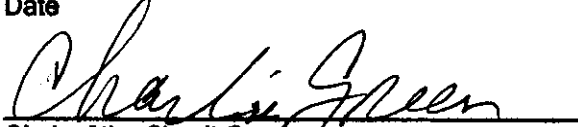
  
 \_\_\_\_\_  
 Division of Library and Information Services  
 Department of State, State of Florida  
 Dave Mann  
 Assistant Secretary of State

Robert P. Janes, Chairman  
 \_\_\_\_\_  
 Typed Name

\_\_\_\_\_  
 Typed Name

9/24/02  
 \_\_\_\_\_  
 Date

1/3/03  
 \_\_\_\_\_  
 Date

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

  
 \_\_\_\_\_  
 Witness

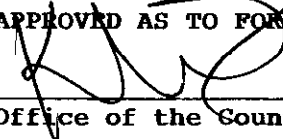
Charlie Green  
Clerk of Court  
 \_\_\_\_\_  
 Typed Name and Title of Official

1/3/03  
 \_\_\_\_\_  
 Date

09/26/2002  
 \_\_\_\_\_  
 Date

APPROVED AS TO FORM:

Form #DLIS/SA02  
 Effective 11/20/2001

  
 \_\_\_\_\_  
 Office of the County Attorney

**Expenditure Report - October 1, 2000- September 30, 2001**  
 (See instructions for information to assist you in completing this form.)

EXPENDITURE CATEGORY	FUNDING SOURCES:				TOTALS
	LOCAL	STATE	FEDERAL	OTHER	
10 Personal Services	6,582,275		67,909		6,650,184
30 Operating Expenses	3,551,390	453,614	20,601		4,025,605
60 Capital Outlay (Non-Fixed)	2,955,932	585,199	49,514		3,590,645
Other					
Total funds expended for the operation & maintenance of the library	13,089,597 <i>(Record this amount on page 1 of form)</i>	1,038,813	138,024		14,266,434

60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)	8,909,685	300,000			9,209,685
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**SIGNATURES:**

Lisa Kiesel  
 Library finance manager

9-6-02  
 Date

\_\_\_\_\_  
 Single library administrative head

Cynthia M. [Signature]  
 Date