

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

Blue Sheet No. 20050770

1. ACTION REQUESTED/PURPOSE:

Approve budget amendment resolution to amend Library Project #05-ST-27 in the amount of \$1,372,543 to recognize State Aid grant proceeds.

2. WHAT ACTION ACCOMPLISHES:

The budget amendment accepts \$1,372,543 as unanticipated revenue, and designates grant expenditures.

3. MANAGEMENT RECOMMENDATION: Approval

4. Departmental Category:

CLA

5. Meeting Date: *08-02-2005*

- 6. Agenda:**
 Consent
 Administrative
 Appeals
 Public
 Walk-On

- 7. Requirement/Purpose: (specify)**
 Statute
 Ordinance
 Admin. Code *AC-3-17*
 Other

8. Request Initiated:
Commissioner _____
Department Library
Division Library
By: Cynthia N. Cobb

9. Background:

The Board of County Commissioners approved the application for State Aid grant funds on September 7, 2004 Blue Sheet # 20041060). The Library Division's award for FY 2004-2005 is \$1,372,543.

503190	Other Professional Service	5,000
503490	Other Contracted Services	179,987
504015	County-Sponsored Function	62,995
504022	Out-of-County Travel	8,999
504450	Other Equipment Rental	3,000
504710	Printing, Binding, and Copying	13,999
504810	Promotional Advertising & Expense	1,500
505270	Recreational (Programming) Supplies	15,000
505280	Minor Equipment	220,219
505285	Miscellaneous Furniture	15,474
505290	Other Supplies	3,500
505410	Reference Materials	50,000
505420	Memberships	15,000
506410	Furniture and Equipment	354,971
506610	Books and Publications	422,899

12076914800.334700.9002

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Cynthia N. Cobb</i> <i>7/7/05</i>				<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved**
 Deferred
 Denied
 Other

RECEIVED BY
COUNTY ADMIN.
[Signature]
COUNTY ADMIN
FORWARDED TO:
[Signature]

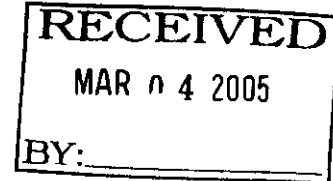
RECVD. *[Signature]*
by CO. ATTY.
CO. ATTY.
FORWARDED TO:
Co. Mgr.
7-11-05

FY2004-2005 State Aid to Libraries Final Grants

This table shows the final State Aid to Libraries grant that each eligible library will receive in 2005. For 2005, the available funding for State Aid grants is \$31,849,233. Operating Grants total \$24,522,208, Equalization Grants total \$4,969,437, and Multicounty Grants total \$2,357,588.

COUNTY / MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
ALACHUA COUNTY	702,258		702,258
ALTAMONTE SPRINGS	21,690		21,690
BAKER COUNTY	7,490	56,080	63,570
BAY COUNTY	109,203		109,203
BOYNTON BEACH	104,023		104,023
BRADFORD COUNTY	14,334	213,673	228,007
BREVARD COUNTY	878,350		878,350
BROWARD COUNTY	3,170,405		3,170,405
CALHOUN COUNTY	9,110	137,323	146,433
CHARLOTTE COUNTY	149,984		149,984
CITRUS COUNTY	129,772		129,772
CLAY COUNTY	98,542		98,542
COLLIER COUNTY	416,029		416,029
COLUMBIA COUNTY	45,658	657,765	703,423
DELRAY BEACH	85,874		85,874
DESOTO COUNTY	10,320	75,686	86,006
DIXIE COUNTY	5,153	38,742	43,895
DUVAL COUNTY	1,392,002		1,392,002
ESCAMBIA COUNTY	185,845		185,845
FLAGLER COUNTY	30,470	194,709	225,179
FORT MYERS BEACH	47,536		47,536
FRANKLIN COUNTY	5,879	42,151	48,030
GADSDEN COUNTY	21,270	313,357	334,627
GILCHRIST COUNTY	4,483	33,656	38,139
GLADES COUNTY	2,319	17,376	19,695
GULF COUNTY	8,156	59,389	67,545
HAMILTON COUNTY	13,278	198,348	211,626
HARDEE COUNTY	9,485	69,027	78,512
HENDRY COUNTY	29,147	210,254	239,401
HERNANDO COUNTY	133,858		133,858
HIALEAH	99,097		99,097
HIGHLANDS COUNTY	42,116	283,346	325,462

COUNTY / MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
HILLSBOROUGH COUNTY	1,631,734		1,631,734
HOLMES COUNTY	3,108	23,389	26,497
INDIAN RIVER COUNTY	222,265		222,265
JACKSON COUNTY	17,783	130,724	148,507
JEFFERSON COUNTY	6,899	51,822	58,721
LAFAYETTE COUNTY	5,903	89,328	95,231
LAKE COUNTY	357,325		357,325
LAKE PARK	18,607		18,607
LAKE WORTH	30,141		30,141
LANTANA	9,838		9,838
LEE COUNTY	1,372,543		1,372,543
LEON COUNTY	361,116		361,116
LEVY COUNTY	12,056	88,004	100,060
LIBERTY COUNTY	3,223	48,796	52,019
LIGHTHOUSE POINT	25,772		25,772
MADISON COUNTY	11,976	179,545	191,521
MAITLAND	37,780		37,780
MANATEE COUNTY	335,913		335,913
MARION COUNTY	292,371		292,371
MARTIN COUNTY	274,354		274,354
MIAMI-DADE COUNTY	2,667,542		2,667,542
MONROE COUNTY	137,970		137,970
NASSAU COUNTY	49,098	314,260	363,358
NEW PORT RICHEY	44,293		44,293
NORTH MIAMI	49,919		49,919
NORTH MIAMI BEACH	63,596		63,596
OAKLAND PARK	41,467		41,467
OKALOOSA COUNTY	209,462		209,462
OKEECHOBEE COUNTY	17,377	126,593	143,970
ORANGE COUNTY	1,502,357		1,502,357
OSCEOLA COUNTY	374,574		374,574
PALM BEACH COUNTY	1,596,184		1,596,184
PALM SPRINGS	29,450		29,450
PASCO COUNTY	357,375		357,375
PINELLAS COUNTY	1,501,008		1,501,008
POLK COUNTY	456,337		456,337
PUTNAM COUNTY	27,692	191,367	219,059
SAINT JOHNS COUNTY	239,691		239,691
SAINT LUCIE COUNTY	218,906		218,906



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 *JR*

DATE: March 1, 2005

SUBJECT: State Aid to Libraries Grant Program

State Library and Archives of Florida staff have reviewed the FY2004-2005 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 FY2004-2005.

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

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) 245-6750 • FAX: (850) 245-6795 (850) 245-6700 • FAX: (850) 488-4894

ADMINISTRATIVE CODE AND WEEKLY
(850) 245-6270 • FAX: (850) 245-6282


**STATE AID TO LIBRARIES GRANT
NOTIFICATION OF GRANT AWARD
Fiscal Year 2004-2005**

Recipient:
Lee County Library System
2345 Union Street
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	05-ST-27	45.030	\$1,372,543

*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, 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 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, which 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

John E. Albion
Chair of Governing Body or
Chief Executive Officer

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

John E. Albion
Typed Name

2/23/05
Typed Name

September 7, 2004
Date

2/23/05
Date

Charlie Green
Clerk or Chief Financial Officer

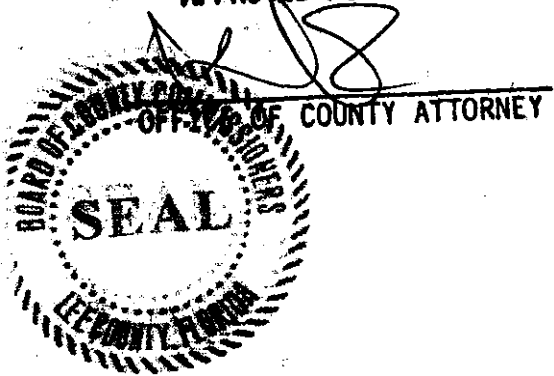
Amy Woodward
Witness

CHARLIE GREEN, CLERK CIRCUIT COURT
Typed Name and Title of Official

2/23/05
Date

9/14/04
Date

APPROVED AS TO FORM



Library Name: Lee County Library System

1B Certification of Local Operating Appropriations

(Complete this section only if the applicant is a newly established public library in the first two years of operation.)

We hereby certify that the following total funds from local sources are appropriated to be expended centrally during the fiscal year beginning October 1, 2004 and ending September 30, 2005 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or 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 appropriated to be expended centrally by the library for the operation and maintenance of a library between October 1, 2004 and September 30, 2005.

\$ N/A

SIGNATURES:

Lisa Kiesel

Library Finance Manager

Cynthia N. Cobb

Single Library Administrative Head

Lisa Kiesel

Typed Name

Cynthia N. Cobb

Typed Name

8/18/04

Date

8/18/04

Date

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES**

EXPENDITURE OR APPROPRIATION REPORT

Library Name: Lee County Library System

II. Check Applicable

Expenditure Report - October 1, 2002- September 30, 2003

Appropriation Report - October 1, 2004 and September 30, 2005
(Provide appropriation only if the applicant is a newly established public library in the first two years of operation.)

EXPENDITURE/ APPROPRIATION CATEGORY	FUNDING OR REVENUE SOURCES:				TOTAL
	LOCAL	STATE	FEDERAL	OTHER	
10 Personal Services	8,394,209	-0-	13,803	-0-	8,408,011
30 Operating Expenses	9,397,870	622,959	-0-	-0-	10,020,829
60 Capital Outlay (Non-Fixed)	3,086,341	432,224	11,175	-0-	3,529,740
Other	-0-	-0-	-0-	-0-	-0-
Total for the operation & maintenance of the library	20,878,419 <i>(Record this amount on page 1)</i>	1,055,183	24,978	-0-	24,797,769

60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)	2,839,189	-0-	-0-	-0-	2,839,189
---	-----------	-----	-----	-----	-----------

RESOLUTION

Amending the Budget of the Library Services, Fund #14800 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2004-2005.

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 \$1,372,543 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.

ESTIMATED REVENUES

Prior Total:		\$75,615,648
Additions		
12076914800.334700.9002	Library State Aid (FY05)	\$1,372,543
Amended Total Estimated Revenues		\$76,988,191

APPROPRIATIONS

Prior Total:		\$75,615,648
Additions		
KG5710114800.503190	Other Professional Services	\$5,000
KG5710114800.503490	Other Contracted Services	\$179,987
KG5710114800.504015	County Sponsored Functions	\$62,995
KG5710114800.504022	Out of County Travel	\$8,999
KG5710114800.504450	Other Equipment Rental	\$3,000
KG5710114800.504710	Printing, Binding, Copying	\$13,999
KG5710114800.504810	Promotional Advertising & Expense	\$1,500
KG5710114800.505270	Recreational Supplies	\$15,000
KG5710114800.505280	Minor Equipment	\$220,219
KG5710114800.505285	Miscellaneous Furniture	\$15,474
KG5710114800.505290	Other Supplies	\$3,500
KG5710114800.505410	Reference Materials	\$50,000
KG5710114800.505420	Memberships	\$15,000
KG5710114800.506410	Furniture & Equipment	\$354,971
KG5710114800.506610	Books & Publications	422,899
Amended Total Appropriations		\$76,988,191

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 _____, 2005.

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