

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

Blue Sheet No. 20060183

1. ACTION REQUESTED/PURPOSE: Approve budget amendment resolution to amend Library Project #06-ST-27 in the amount of \$1,182,820 to recognize State Aid grant proceeds.

2. WHAT ACTION ACCOMPLISHES: The budget amendment accepts \$1,182,820 as unanticipated revenue, and designates grant expenditures.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: 06 C6F		5. Meeting Date: 03-14-2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin. Code <u>AC-3-17</u> <input type="checkbox"/> Other	8. Request Initiated: Commissioner _____ Department <u>Library</u> Division <u>Library</u> By: <u>Pete Winton</u>

9. Background:
The Board of County Commissioners approved the application for State Aid grant funds on September 20, 2005 (Blue Sheet # 20051239). The Library Division's award for FY 2005 – 2006 is \$1,182,820.

503490	Other Contracted Services	243,500
506410	Furniture & Equipment	180,295
504615	Maintenance Materials	2,400
505285	Miscellaneous Furniture	16,800
506531	Building Renovation	16,650
505270	Recreational Supplies	11,500
503190	Other Professional Services	5,000
504810	Promotional Advertising & Expenses	40,675
504015	County-Sponsored Functions	63,000
505420	Memberships	13,000
506610	Books & Publications	530,000
509190	Subfund transfer	50,000 <i>fund</i>

12081614800.334700.9002

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
<i>PW</i> 2-17-06				<i>[Signature]</i> 2/22/06	Analyst <i>[Signature]</i> 2/21/06	Risk <i>[Signature]</i> 2/21/06	Grants <i>[Signature]</i> 3/7/06	Mgr. <i>[Signature]</i> 3/2/06
								<i>[Signature]</i> 2-17-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
2-20-06
11:54
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<i>3/13/06</i>
<i>2/20/06</i>

Rec. by CoAtty
Date: <i>2/20/06</i>
Time: <i>8:00am</i>
Forwarded To: <i>Co. Mgr.</i> <i>2-20-06</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 2005-2006.

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 \$1,182,820 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:		\$71,981,464
Additions		
12081614800.334700.9002	State Aid (FY 06)	\$1,182,820
Amended Total Estimated Revenues		\$73,164,284

APPROPRIATIONS		
Prior Total:		\$71,981,464
Additions		
12081614800.503490	Other Contracted Services	\$243,500
12081614800.506410	Furniture & Equipment	\$180,295
12081614800.504615	Maintenance Materials	\$2,400
12081614800.505285	Miscellaneous Furniture	\$16,800
12081614800.506531	Building Renovation	\$16,650
12081614800.505270	Recreational Supplies	\$11,500
12081614800.503190	Other Professional Services	\$5,000
12081614800.504810	Promotional Advertising & Expenses	\$40,675
12081614800.504015	County-Sponsored Functions	\$63,000
12081614800.505420	Memberships	\$13,000
12081614800.506610	Books & Publications	\$540,000
GC5810114800.509190.T14806	Subfund Transfer	\$50,000
Amended Total Appropriations		\$73,164,284

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 _____, 2006.

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




STATE OF FLORIDA
DEPARTMENT OF STATE
STATE LIBRARY AND ARCHIVES OF FLORIDA

JEB BUSH
Governor

SUE M. COBB
Secretary of State

MEMORANDUM

TO: Pete Winton, Interim Contact
Lee County Library System

FROM: Judith A. Ring, State Librarian 

DATE: January 31, 2006

SUBJECT: State Aid to Libraries Grant Program

State Library and Archives of Florida staff have reviewed the FY2005-2006 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 FY2005-2006.

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

• <http://dlis.dos.state.fl.us/hld/grants/index.htm>

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

DIRECTOR'S OFFICE
850.245.6600 • FAX: 850.245.6735

STATE LIBRARY OF FLORIDA
850.245.6600 • FAX: 850.245.6651

STATE ARCHIVES OF FLORIDA
850.245.6726 • FAX: 850.488.4894

LEGISLATIVE LIBRARY SERVICE
850.488.2838 • 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

**STATE AID TO LIBRARIES GRANT
NOTIFICATION OF GRANT AWARD
Fiscal Year 2005-2006**

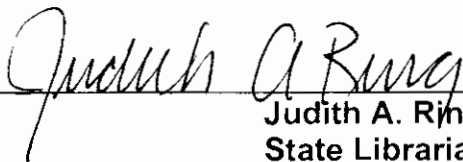
Recipient:

Lee County Library System
2345 Union Street
Fort Myers, FL 33901
Pete Winton, Interim Director

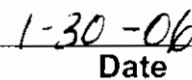
Project Start Date: Upon execution of grant agreement

<u>PROJECT</u>	<u>PROJECT #</u>	<u>CSFA*</u>	<u>AWARD</u>
State Aid to Libraries Grant	06-ST-27	45.030	\$1,182,820

*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*

FY2005-2006 State Aid to Libraries Final Grants

This table shows the final State Aid to Libraries grant that each eligible library will receive in 2005-2006. For 2005-2006, the available funding for State Aid grants is \$31,849,233, which is 28.3 percent of what would be required for full funding. At this level, Operating Grants pay 5.4 cents on the dollar of expenditure by a participating library during the second preceeding year. Operating Grants total \$22,393,460, Equalization Grants total \$7,090,792, and Multicounty Grants total \$2,364,981.

COUNTY / MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
ALACHUA COUNTY	598,485		598,485
ALTAMONTE SPRINGS	20,112		20,112
BAKER COUNTY	6,409	58,054	64,463
BAY COUNTY	95,792		95,792
BOYNTON BEACH	87,461		87,461
BRADFORD COUNTY	11,931	215,114	227,045
BREVARD COUNTY	792,432		792,432
BROWARD COUNTY	2,819,387		2,819,387
CALHOUN COUNTY	7,636	139,506	147,142
CHARLOTTE COUNTY	147,192		147,192
CITRUS COUNTY	110,481		110,481
CLAY COUNTY	121,464		121,464
COLLIER COUNTY	394,592		394,592
COLUMBIA COUNTY	37,946	663,951	701,897
DELRAY BEACH	74,319		74,319
DESOTO COUNTY	8,857	78,622	87,479
DIXIE COUNTY	5,325	48,362	53,687
DUVAL COUNTY	1,269,688		1,269,688
ESCAMBIA COUNTY	172,149		172,149
FLAGLER COUNTY	30,046	224,528	254,574
FORT MYERS BEACH	33,362		33,362
FRANKLIN COUNTY	6,575	56,279	62,854
GADSDEN COUNTY	18,874	336,177	355,051
GILCHRIST COUNTY	4,597	41,755	46,352
GLADES COUNTY	1,622	14,706	16,328
GULF COUNTY	7,528	65,804	73,332
HAMILTON COUNTY	10,786	195,159	205,945
HARDEE COUNTY	8,099	71,596	79,695
HENDRY COUNTY	28,269	493,697	521,966
HERNANDO COUNTY	113,326	1,687,992	1,801,318
HIALEAH	109,233		109,233
HIGHLANDS COUNTY	36,998	302,312	339,310

COUNTY / MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
HILLSBOROUGH COUNTY	1,608,988		1,608,988
HOLMES COUNTY	2,933	26,732	29,665
INDIAN RIVER COUNTY	201,490		201,490
JACKSON COUNTY	13,836	123,049	136,885
JEFFERSON COUNTY	5,305	48,213	53,518
LAFAYETTE COUNTY	1,236	11,322	12,558
LAKE COUNTY	333,518		333,518
LAKE PARK	16,437		16,437
LAKE WORTH	28,353		28,353
LANTANA	8,763		8,763
LEE COUNTY	1,182,820		1,182,820
LEON COUNTY	299,779		299,779
LEVY COUNTY	9,932	87,778	97,710
LIBERTY COUNTY	1,710	15,664	17,374
LIGHTHOUSE POINT	20,116		20,116
MADISON COUNTY	9,848	178,769	188,617
MAITLAND	32,923		32,923
MANATEE COUNTY	299,501		299,501
MARION COUNTY	284,392		284,392
MARTIN COUNTY	252,968		252,968
MIAMI-DADE COUNTY	2,599,175		2,599,175
MONROE COUNTY	107,885		107,885
NASSAU COUNTY	34,710	268,689	303,399
NEW PORT RICHEY	36,357		36,357
NORTH MIAMI	39,109		39,109
NORTH MIAMI BEACH	54,254		54,254
OAKLAND PARK	36,254		36,254
OKALOOSA COUNTY	163,682		163,682
OKEECHOBEE COUNTY	15,757	138,566	154,323
ORANGE COUNTY	1,350,422		1,350,422
OSCEOLA COUNTY	324,486		324,486
PALM BEACH COUNTY	1,445,619		1,445,619
PALM SPRINGS	27,038		27,038
PASCO COUNTY	309,760		309,760
PINELLAS COUNTY	1,467,728		1,467,728
POLK COUNTY	416,830		416,830
PUTNAM COUNTY	26,470	223,214	249,684
SAINT JOHNS COUNTY	211,679		211,679
SAINT LUCIE COUNTY	202,360		202,360
COUNTY / MUNICIPALITY	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT
SANTA ROSA COUNTY	49,326	367,524	416,850

SARASOTA COUNTY	434,682		434,682
SEMINOLE COUNTY	272,422		272,422
SUMTER COUNTY	26,673	226,994	253,667
SUWANNEE COUNTY	18,421	328,385	346,806
TAYLOR COUNTY	11,181	100,181	111,362
UNION COUNTY	4,957	90,726	95,683
VOLUSIA COUNTY	576,017		576,017
WAKULLA COUNTY	9,747	87,389	97,136
WALTON COUNTY	29,558		29,558
WASHINGTON COUNTY	8,176	73,983	82,159
WEST PALM BEACH	137,967		137,967
WILTON MANORS	18,813		18,813
WINTER PARK	120,124		120,124
TOTAL	\$22,393,460	\$7,090,792	\$29,484,252
MULTICOUNTY GRANTS			
CHARLOTTE GLADES LIBRARY SYSTEM			50,000
HEARTLAND LIBRARY COOPERATIVE			400,000
NEW RIVER PUBLIC LIBRARY COOPERATIVE			292,866
NORTHWEST REGIONAL LIBRARY SYSTEM			350,000
PANHANDLE PUBLIC LIBRARY COOPERATIVE SYSTEM			339,926
SUWANNEE RIVER REGIONAL LIBRARY SYSTEM			321,862
THREE RIVERS REGIONAL LIBRARY SYSTEM			270,531
WEST FLORIDA REGIONAL LIBRARY			50,000
WILDERNESS COAST PUBLIC LIBRARIES			289,796
TOTAL			2,364,981
			\$31,849,233

**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 \$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 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 \$500,000 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 \$500,000 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.

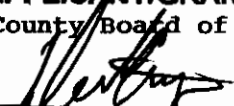
- h. The Grantee, other than a Grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising 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.
- 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

Lee County Board of County Commissioners



Chair of Governing Body or
Chief Executive Officer

Douglas St. Cerny

Typed Name

9/20/05

Date



Clerk or Chief Financial Officer

Deputy Clerk

Typed Name and Title of Official

9/20/05


Date

APPROVED AS TO FORM:



Office of the County Attorney

THE DIVISION

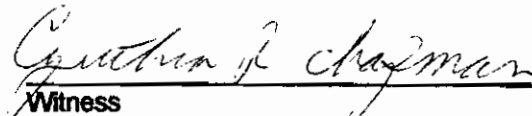


David E. Mann
Assistant Secretary of State
Department of State, State of Florida

Typed Name

1-30-06

Date



Witness

1-30-06

Date

