SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Application for Fiscal Year 2011-2012 State Aid to Library Grant (Staff recommends approval).

REQUESTED ACTION: **Staff recommends that the BOCC authorize the chairman's signature on the State Aid to Libraries Grant Agreement - 2012 (two copies).**

☐ Work Session (Report Only)
☒ Regular Meeting

DATE OF MEETING: 9/27/2011
☐ Special Meeting

CONTRACT: ☒ N/A
Effective Date: _____
Managing Division / Dept:

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: Revenue in the amountof $445,077. is anticipated to be received during the FY 2011-2012.

☐ Annual

☐ Capital
☐ N/A

FUNDING SOURCE: Florida Department of State / Division of Library and Information Services

EXPENDITURE ACCOUNT: To be determined by Finance

HISTORY/FACTS/ISSUES:
The State of Florida provides funding opportunities through the State Aid to Libraries Grant Program each year. The purpose of the program is to encourage local governments to establish and continue development of free library service to all Florida residents. Funds can be used for the operation and maintenance of a library. Receipt of funds requires submission of a certified financial statement, compliance with program guidelines, and annual submission of the application prior to October 1. Under Chapter 257 Florida Statutes and Laws of Florida, Chapter 92-294, the Sumter County Library System is eligible to receive State grant funds to support county-wide library services.

Grant funding for FY 2011-2012 are $35,462 in operating funds and $409,615 in equalization funding . In order to be eligible for FY 2011-2012 funds, the necessary application must be completed, executed by the Chairman and returned to the Department of State, Division of Library and Information Services prior to October 1, 2011.

Chairman Burgess' signature is required on the State Aid to Libraries Grant Agreement(s). Two original Agreements must be submitted to the State Library with the State Aid to Libraries Grant Application.

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES
REQUIRED DOCUMENTS CHECKLIST
Form DLIS/SA05

Submit by October 1, 2011 (postmark)

Library Name: Sumter County Library System

Submit only those documents that have changed in the past year or that have not been filed before. If a document is already on file with the Division and is still current, do not submit a second copy.

Document	Document Attached	On File with Division	Not Applicable
1. Application Form – Form DLIS/SA01 or DLIS/SA02.	X		
2. Designation of the Single Library Administrative Unit.		X	
3. Designation of a Governing Body.		X	
4. Interlocal Agreements or Contracts.		X	
5. Verification of Governing Body Authority.		X	
6. Position Description of the Single Administrative Head.		X	
7. Certification of Credentials - Single Administrative Head - Form DLIS/SA03.		X	
8. Schedule of Library Hours.		X	
9. Long-Range Plan.		X	
10. Interlocal Agreements.			X
11. Verification of Reciprocal Borrowing.			X
12. Verification of Joint Planning.			X
13. Financial Audit.		X	
14. Two Grant Agreements.	X		

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

FY2011-2012 STATE AID TO LIBRARIES GRANT APPLICATION
Form DLIS/SA01
Submit by October 1, 2011 (postmark)

Check One: _X_ Single County Library
____ Municipal Library
____ County Participating in a Multicounty Library

The Sumter County Library System
(Name of library governing body)

governing body for the Sumter
(Name of county or municipal library)

Complete either Section 1A **or** 1B as applicable.

1A Certification of Local Operating Expenditures

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2009 and ending September 30, 2010 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 expended centrally by the library for the operation and maintenance of a library between October 1, 2009 and September 30, 2010.

$ 1,418,932.88

Library Name: Sumter County Library System

1B Certification of Local Operating Appropriations for New Libraries

(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, 2011 and ending September 30, 2012 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, 2011 and September 30, 2012.

$ _____

SIGNATURES:

Library Finance Manager	**Single Library Administrative Head**
William Meinsorge	Barbara Shiflett
Typed Name	**Typed Name**
9-27-11	9/27/11
Date	**Date**

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

EXPENDITURE OR APPROPRIATION REPORT
Form DLIS/SA01

Library Name: Sumter County Library System

Check Applicable

X **Expenditure Report - *October 1, 2009 - September 30, 2010***

____ **Appropriation Report - October 1, 2011 - September 30, 2012**
(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 Personnel Services	1,122,961.10	129,929.71	0.00	0.00	1,253,099.81
30 Operating Expenses	295,971.78	311,048.94	17,329.20	0.00	624,140.92
60 Capital Outlay (Non-Fixed)	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total for the operation & maintenance of the library	***1,418,932.88***	*440,978.65*	*17,329.20*	*0.00*	*1,877,240.73*

60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)					

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

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

Governing body for Sumter County Library System
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Chapter 257, *Florida Statutes,* and guidelines for the State Aid to Libraries Grant Program.

I. The Grantee agrees to:

a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program. Funds will not be used for lobbying the Legislature, the judicial branch, or any state agency.

b. Provide the Division of Library and Information Services (DIVISION) with statistical, narrative, financial, and other reports as requested.

c. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this agreement.

d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.

e. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General.* In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part e., paragraph 1, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the Grantee expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the Grantee expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at https://apps.fldfs.com/fsaa/.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Grantee directly to each of the following:

A. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
Clifton Building, Suite 320
2661 Executive Center Circle
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

f. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees to:

a. Provide a grant in accordance with the terms of this agreement in consideration of the Grantee's performance hereinunder, and contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the Grantee beyond that already incurred by

the termination date. In the event of a state revenue shortfall, 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 Chief Financial Officer 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. If any matter arising out of this Contract becomes the subject of litigation, venue shall be in Leon County.

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

Chair of Governing Body or
Chief Executive Officer

Typed Name

Date

Clerk or Chief Financial Officer

William Meinsoye

Typed Name and Title of Official

9-27-11

Date

THE DIVISION

Florida Department of State
Division of Library and Information Services

Typed Name

Date

Division Witness

Date