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| Meeting Date |
| 9/16/2014 |



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| AGENDA | |
| Section | CONSENT |
| Item No. | II.B.1 |

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

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| SUBJECT: | Approve the Application to the Florida Department of State, Division of Library Services, RE: State Aid to Libraries FY 2014/2015 |
| DEPT/OFFICE: | Library Services Department |

Requested Action:
It is requested that the Board of County Commissioners approve the attached State Aid to Libraries Grant Agreement application, to the Florida Department of State, Division of Library Services, for State Aid for Libraries FY 2014/2015. It is also recommended that the Board authorize the Chairman to sign any follow up documents (upon Risk Management and County Attorney approval) and any budget changes.

Summary Explanation & Background:

The Brevard County Library System has received State Aid to Libraries, administered by the Department of State, Division of Library Services for many years. Attached is the application for next year's funding. In FY 2013/2014 – \$ 448,604 in State Aid funding was received by the Brevard County Library System.

Additionally the Department of State requires that the Governing body of the Brevard County Library System sign and/or approve the attached forms to accompany the application for State Aid.

State Form #DLIS/SA02 State Aid to Libraries Grant Application - three (3) copies enclosed for Signature.

The State Aid to Libraries Grant Application with requested signatures must be received in Tallahassee by October 1, 2014 in order to receive funds during FY 2014/2015.

Fiscal Impact: FY **2014/2015** – State Aid to Libraries FY 2014/2015 anticipated amount is \$ 448,604. Fund #1700 Accounts #303086/303087.

Clerk to the Board Instructions: Please return all three (3) copies to Library Services Department.

Exhibits Attached: State Aid to Libraries FY 2014/2015 Application

| | | | | | | | |
|---|------------------------------------|-----|-------------------------------------|----|--------------------------|----|--------------------------|
| Contract /Agreement (If attached): | Reviewed by County Attorney | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | PR | <input type="checkbox"/> |
|---|------------------------------------|-----|-------------------------------------|----|--------------------------|----|--------------------------|

| | | |
|------------------|--|---|
| County Manager | Assistant County Manager, Venetta Valdengo | Department Director / Extension |
| Stockton Whitten | <i>Venetta Valdengo</i> | <i>Jeff Thompson</i> Jeff Thompson/Library Services 633-1801 |



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

September 17, 2014

MEMORANDUM

TO: Jeff Thompson, Library Services Director

RE: Item II.B.1., State Aid to Libraries Grant Agreement Application to the Florida Department of State, Division of Library Services for State Aid to Libraries FY 2014/2015

The Board of County Commissioners, in regular session on September 16, 2014, approved the State Aid to Libraries Grant Agreement application, to the Florida Department of State, Division of Library Services, for State Aid for Libraries FY 2014/2015; authorized the Chairman to sign any follow-up documents upon Risk Management and County Attorney; and authorized any budget change requests. Enclosed are three executed copies of the Agreement for your action.

Upon execution by the Florida Department of State, Division of Library Services, please return the fully-executed copy of Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/ds

Encls. (3)

cc: Contracts Administration
Finance
Budget

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

The Applicant (GRANTEE) Brevard County Board of County Commissioners
(Name of library governing body)

Governing body for Brevard County Library Services
(Name of library)

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

The Division, as administrator of state funds provided under Section 257, *Florida Statutes*, has approved an application for State Aid to Libraries Grant funds submitted by the GRANTEE. By reference, the application is hereby made a part of this agreement.

Grant Purpose. This grant shall be based upon the following scope of work:

The single library administrative unit, as an eligible political subdivision under 257.17, *Florida Statutes*, is responsible for managing or coordinating free library service to the residents of its legal service area. The library shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning library materials available for circulation free of charge, and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library operated by the library's governing body, open 40 hours or more each week.

The parties agree as follows:

I. The GRANTEE agrees to:

a. For payment number one:

- i. Have at least one library, branch library or member library, open 40 hours or more each week.

b. For payment number two:

- i. Have at least one library, branch library or member library, open 40 hours or more each week.

- c. 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.
- d. Expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated.
- e. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
- f. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
- g. Retain all records for a period of five 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 five 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 five-year period, whichever is later.
- h. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. To use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, project funds.
- i. Perform all acts in connection with this agreement in strict conformity with all applicable laws and regulations of the State of Florida.
- j. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.
- k. Hereby certify that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The GRANTEE further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State employee to avoid a potential violation of those statutes.
- l. 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.
- m. 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 m, 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 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:

1. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough Street
Tallahassee, Florida 32399-0250

2. 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

- n. 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:

- a. To provide a grant in accordance with the terms of this agreement in consideration of the GRANTEE's performance hereinunder, and contingent upon funding by the Legislature. The State of Florida's performance and obligation to pay under this agreement is 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 state has no further liability to the GRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

- b. To 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. To 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.
- d. That any balance of unobligated cash that has been paid to the grantee may be retained for direct program costs in a subsequent period.

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. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.
- 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. 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, if equitable.

- f. The DIVISION shall unilaterally cancel this agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in regard to this agreement that are subject to the provisions of Chapter 119, *Florida Statutes*. GRANTEE agrees to immediately contact the DIVISION for assistance in the event that it receives a public records request related to this agreement or the grant the it awards.
- g. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- h. 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.
- i. 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.
- j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved by the DIVISION, such approval not to be unreasonably withheld, and provided that it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- k. 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.
- l. 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.

- m. 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 20.06, *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.
- n. 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.
- o. The State of Florida's performance and obligation to pay under this agreement is 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, the total grant shall be reduced in accordance with Section 257.21, *Florida Statutes*.
- p. If the GRANTEE is in noncompliance with any term(s) of this grant agreement or any other grant agreement with the Division of Library and Information Services, the Division of Historical Resources or the Division of Cultural Affairs, the Division may withhold grant payments until the GRANTEE comes into compliance. Violation of a grant program requirement, including but not limited to failure to submit grant reports and other grant documents; submission of incomplete grant reports or other grant documents; or violation of other grant agreement requirements; shall constitute a basis for the Division to place the GRANTEE in noncompliance status with the Department of State.
- q. The Division shall apply the following financial consequences for failure to perform the duties / tasks required in the scope of work. Should the library fail to provide free library service to the public or be open fewer than 40 hours per week, it will no longer be eligible to receive State Aid Libraries grant funding, and its funding will be reduced to \$0.
- r. 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

Mary Bolin Lewis

Typed Name

9-16-2014

Date



Clerk or Chief Financial Officer

Scott Ellis, Clerk

Typed Name and Title of Official

9-16-2014

Date

Approved by the Board on _____

Reviewed for legal form and content: _____

Date: _____

THE DIVISION

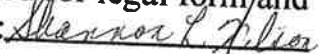
Florida Department of State
Division of Library and Information Services

Typed Name

Date

Division Witness

Division Witness

Reviewed for legal form and
content: 
Assistant County Attorney

Brevard County Libraries
FY 2015 Plan

1. **Long Range Plan Goal:** The Brevard County Libraries staff will uniformly provide courteous and efficient service to the public and strive to adhere to the standards and accountability set forth in this plan.

FY 2015 Objectives:

- 1.1 All new employees will complete Brevard County's "Mandatory Training for Development of New Employees" classes.
- 1.2 All new supervisors will be enrolled in Brevard County's Employee Development Program.
- 1.3 Directors will attend county- and state-sponsored management programs.
- 1.4 Continue to provide "Seven Habits of Highly Effective People" for Associates as resources will allow.
- 1.5 Continue to provide comprehensive training for all library staff on *CarlX* system and all new modules.
- 1.6 Continue to design and provide access to continuing education opportunities in order to meet annual training requirement.
- 1.7 Continue to use *SharePoint* as a central location for training resources.
- 1.8 Reinstate newsletter to keep staff informed of library system goals, policy changes and current topics, as well as library-specific news.
- 1.9 Provide a minimum of 50 classes on tablet, and e-reader use.
- 1.10 Utilize Brevard County's revamped staff recognition program.
- 1.11 Implement on-line patron survey.
- 1.12 Track percentage of overall "Excellent" received on Library Customer Comment cards.
- 1.13 Implement *Florida Navigator* Interlibrary Loan System.

2. Long Range Plan Goal: Increase access and availability of current topics and popular materials in the Brevard County Libraries.

FY 2015 Objectives:

- 2.1 Review stellar seller policy to improve access to patrons.
- 2.2 Review existing media formats.
- 2.3 Continue to provide *Automatically Yours* bestseller program.

3. Long Range Plan Goal: Study opportunities to better manage existing resources.

FY 2015 Objectives:

- 3.1 Investigate and implement alternative revenue streams including recommendations from the Revenue Enhancement Committee.
- 3.2 Investigate online patron registration.
- 3.3 Continue to provide online bill pay.
- 3.4 Continue cross training to increase service availability at all service points.
- 3.5 Implement remaining modules of *CarlX* system.
- 3.6 Implement *Volgistics* software to track volunteer hours.
- 3.7 Create a planning committee to identify future needs, and to create objectives for the library's FY 2015-2020 Long Range Plan.
- 3.8 Increase the open hours of the *Mims/Scottsmoor Library* and the *Dr. Martin Luther King, Jr. Library* from 32 per week to 40 per week.
- 3.9 Review and revise staffing model to ensure the library's capability to fulfill the ever-evolving needs of the community.
- 3.10 Investigate sources providing pre-processed DVDs and Audiobooks.
- 3.11 Forge closer partnerships with organizations dedicated to improving literacy, both for children and adults.
- 3.12 Maintain our ongoing community partnerships, and explore new partnership opportunities.

4. Long Range Plan Goal: Increase access to electronic media through technology.

FY 2015 Objectives:

- 4.1 Provide access to electronic databases for public use through the *Florida Electronic Library*.
- 4.2 Investigate increasing bandwidth management to expand patron access to social media.
- 4.3 Investigate instant messaging for reference service.
- 4.4 Continue to provide eBook and audio book downloads via *Overdrive*.
- 4.5 Create a uniform standard for electronic resources in each library.
- 4.6 Implement the replacement of old PCs with tablets in Youth Services departments.

5. Long Range Plan Goal: Increase Public Awareness of Library Services.

FY 2015 Objectives:

- 5.1 Increase use of social media to publicize library services and activities.
- 5.2 Increase public contact opportunities for professional library staff.
- 5.3 Continue to review and update library web site.

Approved by the Brevard County Library System Board: August 20, 2014