

RESOLUTION NO. 30-09-11

A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE SUBMISSION OF AN APPLICATION REQUESTING STATE AID TO LIBRARIES GRANT FUNDING FOR LIBRARY SERVICES AND PROVIDING REQUIRED ASSURANCES

WHEREAS, effective July 1, 2003 the Florida Legislature amended Chapter 257 Florida Statutes to allow application for State Aid to Libraries Grant Funding by municipalities; and

WHEREAS, in order to meet the requirements for application for State Aid to Libraries Grant Funding, the Town of Lake Park is required to approve submission of the application and make the following certifications provided herein;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;

- Section 1. The Town of Lake Park, Florida is an eligible political subdivision.
- Section 2. The Town of Lake Park is the single library administrative unit.
- Section 3. The Commission of the Town of Lake Park is the designated governing body to provide library services.
- Section 4. The Library Director shall be the single administrative head employed by the Town of Lake Park with authority to manage and coordinate operations of the Town of Lake Park Public Library and shall have an approved job description.
- Section 5. The Library Director shall have an American Library Association accredited professional degree, and have at least two (2) years of full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of forty (40) hours per week.
- Section 6. All funds will be centrally expended by the single administrative head as part of the Library's budget.
- Section 7. The Town of Lake Park Public Library will extend borrowing privileges without charge to residents of all library service areas in the county that receives State Aid to Libraries Grants.
- Section 8. The Town of Lake Park Public Library will provide free library services.
- Section 9. The Town of Lake Park Public Library will participate with all libraries in the county that receives State Aid to Libraries Grants in joint planning for the coordination of library services to residents.

- Section 10. The Town of Lake Park Public Library will continue to be operated a minimum of forty (40) hours per week.
- Section 11. Attached hereto is Exhibit A, a three (3) year long-range plan as approved by the Commission of the Town of Lake Park.
- Section 12. The Commission of the Town of Lake Park, Florida hereby authorizes the Mayor and Town Clerk to execute the application for the State Aid to Libraries Grant funding.
- Section 13. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Stevens who moved its adoption. The motion was seconded by Vice-Mayor Rumsey and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE-MAYOR KENDALL RUMSEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER STEVEN HOCKMAN	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMMISSIONER JEANINE LONGTIN	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMMISSIONER TIM STEVENS	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Town Commission thereupon declared the foregoing Resolution NO. 30-09-11 duly passed and adopted this 7 day of September, 2011.

TOWN OF LAKE PARK, FLORIDA

BY: 
JAMES DUBOIS
MAYOR

ATTEST:


VIVIAN LEMLEY
TOWN CLERK

TOWN OF LAKE PARK
(TOWN SEAL)

FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

Florida State Aid to Libraries

2012 Funding Proposal



Submitted by the
Town of Lake Park, Florida



Office of the
Town Manager

September 7, 2011

Grants Office
Division of Library and Information Services
R.A. Gray Building
Room 206
500 South Bronough Street
Tallahassee, FL 32399-0250

Dear Program Officer:

Enclosed you will find 3 copies of the 2011-12 State Aid to Libraries Grant Application for the Lake Park Public Library.

We have provided an extra original of the application with the Grant Agreement, and request that you return 2 copies to us following award so that one original can be maintained at the Library and one in the Town Clerk's office.

Please do not hesitate to call if you have any questions or require additional information.

Sincerely,

Maria Davis
Town Manager

530 Park Avenue
Lake Park, FL 32903
Phone: (904) 881-3304
Fax: (904) 881-3314

www.lakeparkflorida.gov

**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: Lake Park Public Library

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		

Library Name: Lake Park Public Library

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

Anne Costello, Finance Director
Typed Name

Karen Mahnk, Library Director
Typed Name

September 1, 2011
Date

September 1, 2011
Date

RESOLUTION NO. 30-09-11

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COMMISSIONER TIM STEVENS	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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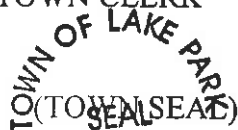
TOWN OF LAKE PARK, FLORIDA

BY: 
JAMES DUBOIS
MAYOR

ATTEST:




VIVIAN LEMLEY
TOWN CLERK



FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

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

**EXPENDITURE OR APPROPRIATION REPORT
Form DLIS/SA01**

Library Name: Lake Park Public Library

Check Applicable

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	183,700	7,675	0	0	191,375
30 Operating Expenses	71,516	0	0	0	71,516
60 Capital Outlay (Non-Fixed)	3,070	0	0	0	3,070
Other (Summer Reading Program Grant)	3,035	0	0	0	3,035
Total for the operation & maintenance of the library	261,321 <i>(Record this amount on page 1)</i>	7,675	0	0	268,996

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

CLASSIFICATION CODE: 150
PAY GRADE: 18
DEPARTMENT: LIBRARY

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Town Manager, directly responsible for performing professional and administrative duties related to the operation and functions of the Town Library. Responsibilities include planning, directing, implementing and coordinating Library services for the community. These duties include hiring and evaluating staff, budget preparation, monitoring expenditures, preparation and implementation of policies and procedures, maintenance and development of library technology systems, library programming, the library collection and library services for the general public. Answers to the Town Manager and consults with the Library Board. Performs related duties as directed. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of anyone position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the library director position.

1. Serves as the library's executive officer; planning, directing, coordinating and managing all phases of library operations.
2. Supervises library personnel, including: hiring, scheduling, payroll preparation, training, annual reviews, performance evaluations and discipline.
3. Prepares and administers the library budget, within the guidelines established by the Town Manager and the Finance Department.
4. Formulates goals and objectives, prepares the annual long range plan and incorporates these into the ongoing management of library services.
5. Monitors and evaluates library services, reporting to the Library Board, the Town Manager and the Town Commission, as appropriate, and/or, as required.
6. Supervises programming for the public (adults, teens and children) and where appropriate, plans in cooperation of the Friends of the Library and other local civic organizations.
7. Establishes procedures and policies for keeping the collection of materials and library resources current, timely and up-to-date with new technologies.

Approved on 5/16/07
Miss Roubertson
42-05-07

LIBRARY DIRECTOR (page 2)

8. Supervises communication and promotional activities, such as maintenance of the library's web site, library submittals to the Town newsletter and television channel, library brochures and other publications, press announcements and photo opportunities.
9. Promotes the library to the community through participation in local organizations, sponsoring ongoing art exhibits, special programs, publications, speeches, and other activities.
10. Maintains library connectivity, through membership in the Palm Beach County Library Cooperative, Southeast Library Information Network (SEFLIN), library automation system with the cities of Delray Beach, Boynton Beach and Palm Springs through the Cooperative Authority for Library Automation (COALA), and by cooperating with Florida State Library programs.

REQUIREMENTS:

1. **Training and Experience:**

Master's degree in library science (MLS) from a university accredited by the American Library Association, with at least three years of professional experience in library administration are required. Evidence of substantial experience in public services with increasing supervisory and/or managerial responsibilities preferred. Must possess knowledge of computer operations and network systems including the Microsoft Office Suite.

2. **Knowledge, Abilities and Skills**

- a) Knowledge of professional library principles, ethics, and standards
- b) Knowledge of local, state and federal laws pertaining to public library management
- c) Ability to establish and maintain effective working relationships with other management staff, library staff and the general public
- d) Ability to develop long-term and short term plans and programs consistent with the Town's mission, goals and objectives
- e) Ability to develop and present reports and recommendations effectively in oral and written form
- f) Ability to lead effectively, to direct skilled efforts and interject enthusiasm into the services provided by the library for the entire community
- g) Ability to keep abreast of new library services and technology for possible applicability to the Lake Park Public Library

LIBRARY DIRECTOR (page 3)

PHYSICAL REQUIREMENTS:

Tasks involve limited physical activities, light lifting, standing and walking and dexterity in use of hands, arms and fingers for the operation of a computer keyboard or other office equipment. Work involves extended periods of time at a computer screen. Tasks involve sound and form perception and discrimination. Long hours are frequently required since the Library Director needs to be present for Town meetings, library meetings and library programs.

ENVIRONMENTAL REQUIREMENTS:

Tasks performed without exposure to adverse environmental conditions (dirt, cold, rain, fumes).

SENSORY REQUIREMENTS:

Work requires color and form perception and discrimination.

BLOOD BORNE PATHOGENS:

Category II - Minimal to No Risk of Exposure

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

KAREN MAHNK, MLIS

Director
Lake Park Public Library
529 Park Avenue
kmahnk@lakeparkflorida.gov

561-881-3330

SUMMARY OF EXPERIENCE

My experience extends to all aspects of library management. I have a long history of a good communication with my colleagues and working well within a team unit. A legal and public agency background has given me the knowledge and tools to deal with sensitive issues that are encountered in a public library and that require professional practices and strong ethics. I have been trained in, and have experience with several management strategies. I am a self-starter with excellent organizational skills. I possess a strong sense of commitment to the community and believe strongly that staff should be encouraged to strive to their full potential as it benefits the library, themselves and the public. I have a strong commitment to customer service and passionately believe this is the cornerstone of the library's mission.

EDUCATION

St. Thomas University; Certificate of Criminal Justice, 1997; BA, Sociology, 1999
Florida State University; School of Information Studies, MLS, Information Studies, 2004

POSITIONS HELD

2010 – 2011 Lake Park Public Library, Town of Lake Park, FL.

Director

- Expand library's scope within the community
- Maintain a Commission determined budget
- Seek out community partners
- Team up with local schools and businesses to provide new programs
- Strengthen Library's relationship within the community
- Respond to community's expressed needs.
- Assess all library services and address those areas currently under-performing in a systematic progressive method of restoration that builds upon community partnerships
- Keep abreast of new trends and legislation that affects our library and customers
- Assist staff in reaching their professional goals and potential
- Foster a more collaborative relationship with Library Board
- Focus on youth and children's services, an underperforming library department

2009 – 2010 Lake Park Public Library, Town of Lake Park, FL.

Interim Director

- Reorganized library staff
- Revived staff morale
- Reorganized library work areas for improved productivity
- Employed new strategies for reaching underserved portions of the community
- Renewed library's relationship with the community.

2003 – 2009 Lake Park Public Library, Town of Lake Park, FL.

Reference Librarian

- Provide reference to the public
- Work closely with Director on all areas of library operations
- Act on Director's behalf in his absence
- Manage and supervise front desk staff
- Drafted grants as requested by Director as well as policy and procedure changes
- Created and initiated new programs such as Teen after-school homework and activities
- Drafted new budgets with Director and monitored current budget and maintained related statistics
- Assisted Director with long range plans and drafted annual revisions
- Presented before Town Commission as requested by Director
- Assisted Director in creating new fundraising activities
- Worked with other town organizations and local businesses concerning library services
- Serving as a member of SEFLIN, Palm Beach County Library Association, and Power-Card Committees and Boards

1994 – 2002 **State of FL Public Defender, 11th Judicial Circuit, Miami** **Research Librarian**

Reconstructed the main library consisting of over 10,000 volumes
 Created three branch office libraries
 Managed and maintained all aspects of the libraries
 Developed a library policy & procedures guide, online catalogs, and databases
 Trained and conducted presentations for attorneys, social workers and investigators on use of the internet and other online resources for legal and forensic research
 A co-presenter at the National Association of Sentencing Advocates 7th Annual Conference:
 “Using the Internet to meet your needs”
 Trained attorneys in CALR (computer assisted legal research)
 Performed in-depth research requiring and including status reports as well as detailed monitoring of new legislation applicable to the criminal justice system and client issues.
 Served on Computer, Web page, Newsletter and Advocacy committees
 Assisted with, and contributed to office internet pages as well as maintaining a presence on a variety of listservs to keep abreast of current developments in related disciplines

1984 –1994 **Valdes-Fauli, Cobb, Bischoff & Kriss, P.A.,** Miami, Florida **Research Librarian**

Organized the library department and maintained an established budget
 Set up a CALR center for Lexis, Westlaw and other media
 Automated the library inventory, billing, card catalog and brief index
 Actively participated in designing a new library
 Supervised and managed the library’s move to new office space
 Created specialized topical databases relating to client interests
 Created questionnaires for attorney feedback
 Duties included working with clients directly
 Collected data from government agencies and created bibliographies

PROFESSIONAL AFFILIATIONS

American Association of Law Libraries (AALL), 1982- 2003
 American Bar Association *associate*, 1985 – 2003
 Special Libraries Associations, 1986 – 2003
 South Florida Association of Law Libraries; Secretary, 1982-83; 1993;
 Vice president-President-elect; 1985 - 87; Board of Directors, 1996;
 Constitution & Bylaws Committee Chair; Union list committee, 1996
 Palm Beach County Library Association Board 2002- 2010. Treasurer, 2007 – 2009
 Kiwanis Lake Park Chapter - Town Liaison 2010-2011
 Bridges of Lake Park – CAC Community Action Committee Board member
 Florida Library Association – Outreach & Programming Member Group (*Administration/Management*)

PERSONAL RECOGNITION

Biography in Who’s Who in the United States;
 Who’s Who in American Law 1990 -
 Delta Sigma Epsilon, Delta Theta Chapter, 1995
 SEFLIN Leadership Program Sun-Seeker, 2006
 ALA Certified Public Library Administrator Program participant, 2007 -

FOREIGN LANGUAGES

Some Spanish, Italian

PERSONAL INTERESTS

Broward County Recycling Program, 1988;
 Guardian ad Litem- Broward County, 1989-90;
 Palm Cove PTA Ways & Means Committee Chair, 1993-94.
 Lawyers & Advocates for Special Education Advocacy 2001- 2002
 Occasional *Ask the librarian* for Sun-Sentinel Sunday local news column
 Mentor18 volunteers, 2011 – present
 ALA/Acreage Landowners Association Board ,2010 – present

Quick Links

[Town of Lake Park](#) Go

Search this site:

search...
Search

LIBRARY HOURS

Monday & Tuesday

12:00 PM to 8:00 PM

Wednesday & Thursday

9:00 AM to 5:00 PM

Friday & Saturday

9:00 AM to 1:00PM

Sunday CLOSED

LIBRARY ADDRESS

529 Park Avenue, Lake Park, FL 33403
PH: (561) 881-3330

EMAIL:

askhere@lakeparkflorida.gov

Home \ General Information

General Information

Library Hours

Monday & Tuesday 12:00 PM to 8:00 PM

Wednesday & Thursday 9:00 AM to 5:00 PM

Friday & Saturday 9:00 AM to 1:00 PM

Contact Information

Library Address

529 Park Avenue
Lake Park, FL 33403

Phone = 561-881-3330

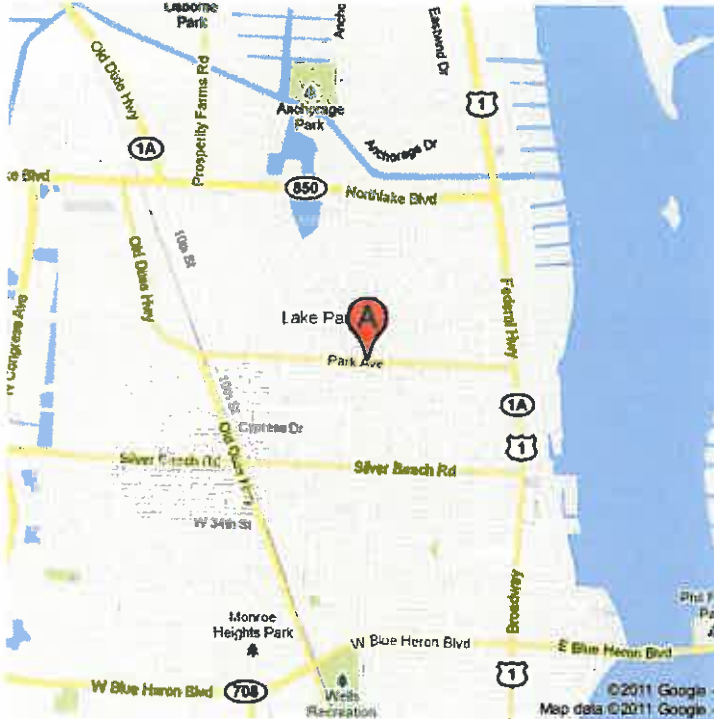
Email = kmahnk@lakeparkflorida.gov

From I-95

Exit at Northlake Boulevard (Exit 77) and go East. Turn right onto 10th Street and go South to Park Avenue. Make a left on Park Avenue (East) to 6th Street. Because parking is in the rear of the library, turn left onto 6th street and make the first right onto Greenbriar. Rear of the library will be on the right, next to the Town Hall.

529 Park Avenue
Lake Park, FL 33403
561-881-3330

External Information:



Upcoming Events

- o Summer Reading Program
Thu, 08/04/2011 - 2:00pm
- o Bridges Book Buggy
Thu, 08/04/2011 - 2:00pm
- o Library Board Meeting
Thu, 08/04/2011 - 6:00pm
- o Summer Reading Program
Mon, 08/08/2011 - 2:00pm
- o Teen Advisory Group Meeting
Mon, 08/08/2011 - 5:30pm

more

Primary links

- o Home
 - New Books
 - Library Cooperative Locations
 - Computer Class
 - Job Hotlines
- o Events
 - Calendar
 - Art @ Your Library!
 - Purple Sage Book Club
- o Catalog
- o Friends of the Library
 - Friends Fundraising Project
- o Helpful Sites
- o Kids
 - Cool Books
 - Fun Stuff
 - Homework Stuff
 - Library Stuff
 - Reading
- o Teens
 - Teens Read
- o General Information
 - Meeting Room Policy
 - Computers & Internet
 - Programs
 - About Us
 - Art Exhibit Policy
 - Board Members
 - Library Staff
- o Cards
- o Help

Annual Action Plan FY 2011-12

Activities and events

- Continue annual *Food for Fines* drive during November and December
- Augment Friends' Annual Book Sale by including participation of other community partners
- Continue promoting community participation by way of related public workshops
- Continue to actively seek feedback through promotion of suggestion box and surveys.
- Expand global activities at the library with *Library-Cam* to other countries
- Explore expanding *Library-Cam* model for use creating international book discussion groups
- Continue public recognition of Library supporters.

Collection Development

- Continue creating genre sections or *zones* for more popular subject matter.
- Expand Youth collection with a wider variety of media.
- Create a Language Learning room to serve both literacy and foreign language needs.

Programs

- Continue expanding children's reading and story time events as the needs of the community grow
- Continue to expand partnering with local schools for library and community programs
- Expand Friends-sponsored promotions to include silent auctions of rare and autographed books
- Continue promoting *READ* poster program to community stakeholders
- Expand teen volunteer program as small-scale internships
- Continue to provide both basic weekly basic computer classes and advanced seminars
- Continue creating partnerships for Parent-Child literacy program
- Create a unique learning mentor program for teenagers
- Include additional community partners to improve and expand *Book Buggy* outreach program

Services

- Continue weekly basic and periodic advanced computer instruction on specific applications
- Continue improving children's library and renovation of the children's library.
- Complete furnishing of Teen Center by the close of 2012.
- Enhance automation with
 - Cardless system
 - Additional digital media browsing kiosks
 - A *PCExpress Tech Center* area for instant computer tasks



STRATEGIC PLAN FOR 2011 – 2014



Goals • Objectives:

1. Respond to community needs.

Objective: Provide opportunities for community input.

- Actively promote surveys and suggestion box use.
- Promote membership in the Friends of the Library.

2. Renew, revive, and update the library.

Objective: Address needs of the underserved.

- Focus on making youth areas more friendly and inviting to both children and parents.
- Create unique areas or zones within the library space by the close of 2012.
- Update aged shelving within the next 12 to 24 months.
- Expand Children's collection by the close of 2011.
- Complete Teen Center by the close of 2011.

3. Strengthen current partnerships.

Objective: Provide new opportunities for community stakeholders.

- Create campaigns that include community and Town partners.
- Join with community partners to bring Town events into the Library.

4. Forge new partnerships.

Objective: Seek out new opportunities for unique partnerships.

- Seek out a strong partnership with local schools.
- Provide youth activities that compliment school curriculum.

5. Nurture Diversity.

Objective: Celebrate the community's unique diversity.

- Provide activities and materials that represent users' interests and origins.
- Actively participate in community diversity activities.
- Create activities that highlight and promote the community's diverse flavors.
- Partner with local and other agencies and organizations.
- Seek sponsorships by local businesses to support library activities and services.
- Foster cooperation and involvement by the local commercial businesses.

6. Improve continuously.

Objective: Constantly review our goals and critique our results.

- Create opportunities for close cooperation between Library staff and stakeholders such as Library Board, Commission and other community members.

7. Expand availability and participation.

Objective: Seek new methods by which to reach out to the community.

- Consider creative solutions for expanding hours of operation in the next 14 to 24 months.
- Establish policies to continuously expand the number of community stakeholders.
- Intensify grant submissions within the next 12 months that focus on expanding library resources by both new and established technologies and provide materials in cutting edge media.

8. Encourage creativity.

Objective: Create an atmosphere in tandem with the Town's artistic and historical character.

- Seek support of digital archiving and access of Town historical documents by end of 2012.
- Support local historical society by proposing to serve as a digital repository.
- Continue to expand current youth Summer Programs that incorporate unique creative tools that inspire reading and make researching knowledge fun and exciting.
- Provide programs in conjunction with Town's Art Studio to promote the Arts and provide opportunities for the community to experience the connection between the two.

9. Foster innovation.

Objective: Invite creative innovation in a fun-filled atmosphere.

- Train staff in positive communication.
- Inspire staff with the Mission and Motto of the Library.
- Provide opportunities for staff to regularly brainstorm new and unique solutions.
- Encourage and promote spontaneity among both staff and patrons.
- Promote excellence above just average.

10. Extend our vision into the future.

Objective: Establish a policy of seeking out and applying cutting-edge technology.

- Constantly pose the questions "can it be done better?" and "what else can we do?"
- Constantly keep abreast of new techniques and trends.
- Revisit goals and accomplishments on a regularly scheduled basis.
- Support staff professional development and promote learning new skills.

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

The Applicant (Grantee) Town of Lake Park
(Name of library governing body)

Governing body for Lake Park Public Library
(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
R.A. Gray Building, Room 114A
500 South Bronough Street
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

THE DIVISION



Chair of Governing Body or
Chief Executive Officer

Florida Department of State
Division of Library and Information Services

James DuBois, Mayor


Typed Name

Typed Name

September 7, 2011

Date

Date



Clerk or Chief Financial Officer

Division Witness

Vivian Lemley, Town Clerk

Typed Name and Title of Official

Division Witness

September 7, 2011

Date

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Credentials - Single Library Administrative Head
Form DLIS/SA03

The Town of Lake Park
(Name of library governing body)

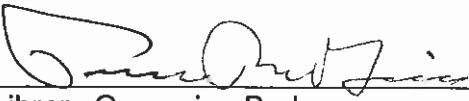
governing body for the Lake Park Public Library
(Name of library)

hereby certifies that the incumbent single library administrative head,

Karen Mahnk
(Name of incumbent)

- Has completed a library education program accredited by the American Library Association; and
- Has at least two years full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of 40 hours per week.

Signature

 9-17-11
Chair, Library Governing Body Date

James DuBois, Mayor
Name (typed)